



February 13, 2025

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

The Airport Authority administrative offices will recognize the observance of President's Day on Monday, February 17, 2025, and our Administrative office will be closed. Therefore, notice is hereby given that the regular meeting of the Burbank-Glendale-Pasadena Airport Authority scheduled for Monday, February 17, 2025, in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, CA 91505, has been cancelled.

NOTICE is hereby given that a special meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Tuesday, February 18, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, CA 91505.

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

Dial in: (818) 862-3332

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Special Meeting of February 18, 2025

9.00 A.M.

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



Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:

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



The following activities are prohibited:

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



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



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

AGENDA

Monday, February 18, 2025

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) Operations and Development Committee
 - (i) December 16, 2024 **[See page 1]**
 - (ii) November 18, 2024 **[See page 2]**
 - b. Commission Minutes
 - 1) January 21, 2025 **[See page 4]**
6. Treasurer's Reports
 - 1) October 2024 **[See page 10]**
7. ITEMS FOR COMMISSION APPROVAL
 - a. Month-to-Month License Agreement SAAB, Inc. **[See page 37]**
 - b. Award of Professional Services Agreement Concessions Technical Coordinator Services Replacement Passenger Terminal Project **[See page 39]**
 - c. Election of Assistant Secretary **[See page 42]**

8. CLOSED SESSION
 - a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code Section 54957(b))
Title: Executive Director
9. ITEMS PULLED FROM CONSENT CALENDAR
10. EXECUTIVE DIRECTOR COMMENTS
11. COMMISSIONER COMMENTS
(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meetings.)
12. PUBLIC COMMENT
13. ADJOURNMENT

COMMISSION NEWSLETTER

Tuesday, February 18, 2025

[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. Copies of the approved minutes of the Operations and Development Committee meetings of December 16, 2024, and November 18, 2024, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the minutes of the Commission special meeting of January 21, 2025, are included in the agenda packet for Commission review and approval.

6. TREASURER'S REPORT. The Treasurer's Report for October 2024 is included in the agenda packet. At its special meeting on January 21, 2025, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file these reports.

7. ITEMS FOR COMMISSION APPROVAL

- a. MONTH-TO-MONTH LICENSE AGREEMENT – SAAB, INC. A staff report is included in the agenda packet. Subsequent to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff recommend that the Commission approve a proposed Month-To-Month License Agreement ("Agreement") for Surface Awareness Initiative Equipment installation and maintenance with Saab, Inc. This equipment is part of the Federal Aviation Administration Program to enhance safety and efficiency in the United States National Airspace System.
- b. AWARD OF PROFESSIONAL SERVICES AGREEMENT – CONCESSIONS TECHNICAL COORDINATOR SERVICES - REPLACEMENT PASSENGER TERMINAL PROJECT. 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 recommend that the Commission award a Professional Services Agreement for concessions technical coordinator services in an amount not-to-exceed \$1,648,044 to ATX, Inc. These services, from March 17, 2025 to March 17, 2027, are necessary to facilitate the development of the concessionaire programs in the Replacement Passenger Terminal, ensure compliance with the technical requirements, coordination with the design-builder and the project management team.
- c. ELECTION OF ASSISTANT SECRETARY. A staff report is included in the agenda packet. With the retirement of Frank R. Miller as Executive Director, the position of Assistant Secretary is vacant. Although not required to do so, the

Commission may choose an Assistant Secretary to fill the role until the Election of Officers is held at the first July meeting. Staff recommend that the Commission elect an Assistant Secretary for the remainder of FY 2025.

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

MONDAY, DECEMBER 16, 2024

A regular meeting of the Operations and Development Committee was scheduled to commence at 8:30 a.m. in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California. At that time, due to a lack of quorum, Commissioner Talamantes cancelled the meeting.

1. ROLL CALL

Present: Commissioner Talamantes

Absent: Commissioners Hampton and Asatryan

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director

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

MONDAY, NOVEMBER 18, 2024

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 Hampton.

1. ROLL CALL

Present:

Commissioners Hampton, Talamantes and Asatryan

Absent:

None

Also Present:

Staff: John Hatanaka, Senior Deputy Executive Director; Scott Kimball, Deputy Executive Director, Operations, Business and SMS

2. Approval of Agenda

Motion

Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.

Motion Approved

The agenda was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. October 21, 2024

A draft copy of the October 21, 2024, Committee meeting minutes was included in the agenda packet for review and approval.

Motion

Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.

Motion Approved

There being no objection, the motion was approved (2-0, 1 abstention).

5. Items for Approval

a. Amendment No. 1 to AirProjects Professional Services Agreement Food and Retail Concession Proposal Evaluation Services

Staff requested a recommendation from the Operations and Development Committee to the Commission to approve a proposed Amendment No. 1 to the Professional Services Agreement with AirProjects, Inc. for support services related to the food and retail concessions at the Replacement Passenger Terminal. The proposed Amendment is for proposal evaluation support services and provides a \$18,850 increase from the initial contract amount of \$69,315 for a revised contract amount of \$88,165.

Commissioner Hampton recommended that this item move to the Commission for review and consideration without a recommendation from the Operations and Development Committee.

Hearing no objection from the Committee, Staff moved this item to a future Commission meeting.

6. Items for Discussion

a. Powered-Lift Aircraft Update

Due to time constraints, the Committee decided to move this item to a future Commission meeting.

7. Items for Information

a. Committee Pending Items

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

8. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:53 a.m.

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

TUESDAY, JANUARY 21, 2025

A special meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:05 a.m., by President Najarian.

1. ROLL CALL

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

Absent: Commissioner Asatryan and Gordo

Also Present: Staff: John Hatanaka, Executive Director; Scott Kimball, Executive Deputy Director, Operations and Business, Nerissa Sugars, Director, Air Service and Communications

Perry Martin, Jacobs Project Management Co.

2. PLEDGE OF ALLEGIANCE

Commissioner Najarian led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

The agenda was approved as presented.

The Executive Director informed the Commission that at its meeting immediately preceding the Commission meeting, the Operations and Development Committee requested that Item No. 8.b. be moved to the Consent Calendar. The Commission president acknowledged the request and moved Item No. 8.b. to the Consent Calendar.

MOTION

Commissioner Quintero moved approval of the agenda; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (7–0, 2 absent).

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

NOES: None

ABSENT: Commissioner Asatryan and Gordo

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.)

6. 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.)

Commissioner Quintero requested that the meeting be adjourned in honor of the survivors of the recent wildfires. This requested was approved by the Commission President.

a. Committee Minutes (For Note and File)

1) Executive /Committee

(i) December 4, 2024

Approved minutes of the December 4, 2024, Executive Committee meeting were included in the agenda packet for information purposes

2) Finance and Administration Committee

(i) November 18, 2024

Approved minutes of the November 18, 2024, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

(ii) September 16, 2024

Approved minutes of the September 16, 2024, Finance and Administration Committee meeting were included in the agenda packet for information purposes.

MOTION

Commissioner Quintero moved approval of the Consent Calendar; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (7-0, 2 absent)

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

NOES: None

ABSENT: Commissioner Asatryan and Gordo

b. Award of Contract – Landscape Maintenance Services Agreement – Parkwood Landscape Maintenance, Inc.

At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted (3–0) to recommend that the Commission approve to enter into a Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc., for a 21-month base period commencing February 1, 2025, and expiring October 12, 2026, at a fixed monthly price of \$29,977.

The Executive Director indicated that Item Nos. 7.1) and 7.2) should have been on the Consent Calendar.

7. Treasurer’s Report

1) September 2024

At its meeting on December 18, 2024, The Finance and Administration Committee voted (3–0) to recommend that the Commission note and file the September 2024 Treasurer’s Report.

2) August 2024

At its meeting on December 18, 2024, The Finance and Administration Committee voted (3–0) to recommend that the Commission note and file the August 2024 Treasurer’s Report.

MOTION

Commissioner Quintero moved approval of the Consent Calendar; seconded by Commissioner Gabel-Luddy.

MOTION APPROVED

The motion was approved (7–0, 2 absent)

AYES: Najarian, Talamantes, Quintero
Ovrom, Gabel-Luddy and Wilson

NOES: None

ABSENT: Commissioner Asatryan,
and Hampton

8. ITEMS FOR COMMISSION APPROVAL

a. Appointment of Committee Assignments

This item was included on the agenda to provide the Commission President the opportunity to make any standing or ad hoc committee appointments that he or she may wish to make.

The Executive Director informed the Commission President that there is a new Commissioner onboard and there is a vacancy

on the Legal, Government and Environmental Affairs Committee.

The Commission President indicated that the new Commissioner is Victor A. Gordo, Mayor of the City of Pasadena and appointed him to the Legal, Government and Environmental Affairs Committee.

**b. Award of Contract
Landscape Maintenance Services
Agreement - Parkwood Landscape
Maintenance, Inc.**

This item was moved to the Consent Calendar.

**c. Camano Consulting Group, LLC
Professional Services Agreement**

At its meeting on January 15, 2025, the Executive Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Professional Services Agreement with Camano Consulting Group, LLC for independent advisory services for the Replacement Passenger Terminal Project and airport operations.

The Commission requested that language in the contract be amended to reflect that the Camano Consulting Group, LLC would be utilized “as a liaison at the discretion of the Executive Director of the Airport Authority.”

MOTION

Commissioner Gabel-Luddy moved the item; seconded by Commissioner

MOTION APPROVED

The motion was approved (6–0, 2 absent, 1 abstention)

AYES: Najarian, Talamantes, Quintero
Gabel-Luddy and Wilson

NOES: None

ABSTAINED: Commissioner Ovrom

ABSENT: Commissioner Asatryan,
and Hampton

9. ITEMS FOR COMMISSION DISCUSSION

**a. Update: National Human
Trafficking Prevention Month**

Staff provided an update on Airport activity for National Human Trafficking Prevention month.

10. ITEMS FOR COMMISSION INFORMATION

- a. Air Service Announcement** The Executive Director announced that Jet Blue will be relaunching service to JFK on April 20, 2025.
- b. Replacement Passenger Terminal Project** Perry Martin of Jacobs Project Management provided an update on the progress of the construction of the Replacement Passenger Terminal. A video presentation was shown.

11. PULLED FROM CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

12. EXECUTIVE DIRECTOR COMMENTS

The Executive Director commented on the following:

- He thanked the Commission for their support in his new role as Executive Director.
- He also thanked Commissioner Hampton for his support with staff affected by the recent wildfires.
- The Beam Topping Ceremony held by HPTJV was held with thanks to the Commission.
- Delta Airlines will begin a fourth flight to Salt Lake City in June 2025.
- At the next regularly scheduled Commission meeting Staff will have the results of Calendar year 2024 Passenger activity. Due to the recent wildfires, the resulting numbers for January will be affected negatively.
- At the request of Commissioner Hampton, the Airport Fire Department will prepare a report on their readiness to handle emergency situations.

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

Commissioner Ovrom requested information regarding the replacement of staff position for Senior Deputy Executive Director of the Airport.

Commissioner Wilson requested information regarding a response by the Airport on firefighting efforts during the wildfires.

Commissioner Quintero congratulated the Executive Director on his recent appointment.

Commission Ovrom inquired whether the exiting Executive Director received a plaque in thanks for his services.

Commissioner Gabel-Luddy congratulated the Executive Director on his recent appointment. The Commissioner also requested a report on how the Airport Fire Department would handle a fire on Airport premises, particularly in the parking structure.

Commissioner Wilson also congratulated the Executive Director on his recent appointment.

14. PUBLIC COMMENT

Anna Sheran, member of United Care Local 11; Arun Ramakrishna, organizer with United Care Local 11.

15. ADJOURNMENT

The meeting was adjourned at 10:34 a.m., by President Najarian in memory of those who lost their lives and/or property during the wildfires in our region.

Ara Najarian, President

Tyron Hampton, Secretary

Date

Date



February 18, 2025

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

Dear Commissioners:

The attached report, covering the month of October 2024, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

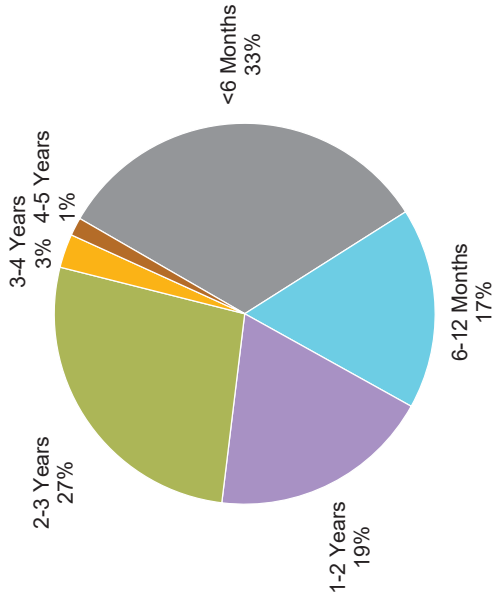
Tyron Hampton
Treasurer

Attachments

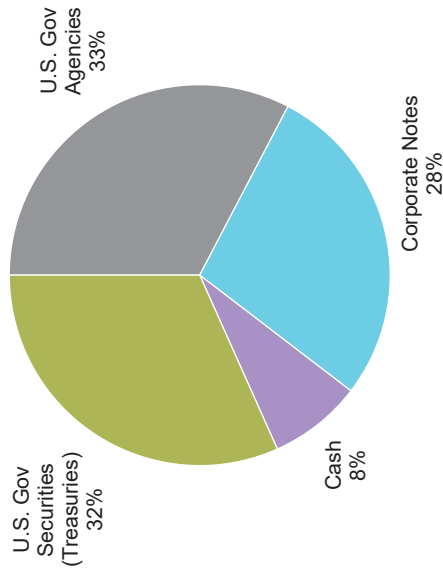
Operating Portfolio investment guidelines conformance As of October 31, 2024

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	2.11 Years	70%	33%
Corporate Notes	5 Years	3.92 Years	30%	28%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	8%
U.S. Gov Securities (Treasuries)	5 Years	2.66 Years	No limit	32%

Maturity distribution



Sector allocation

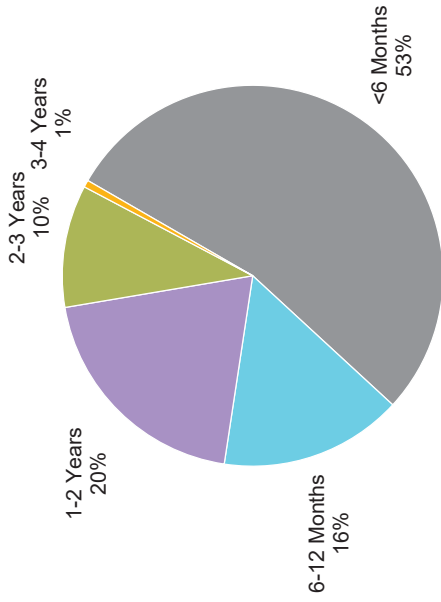


Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

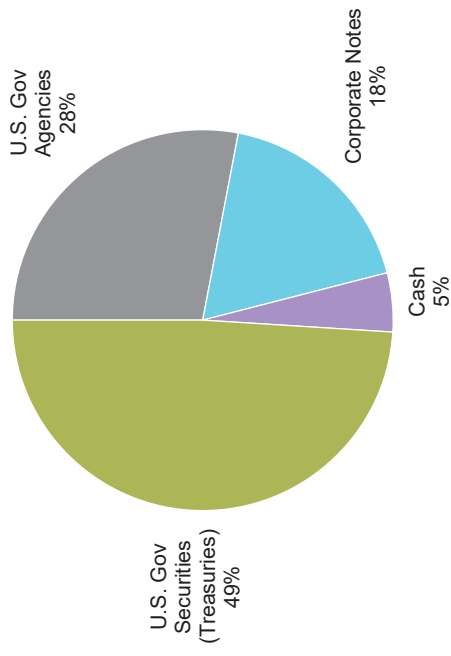
PFC Portfolio investment guidelines conformance As of October 31, 2024

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.11 Years	70%	28%
Corporate Notes	5 Years	4.46 Years	30%	18%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	5%
U.S. Gov Securities (Treasuries)	5 Years	3.00 Years	No limit	49%

Maturity distribution



Sector allocation



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

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 10/31/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
10/31/24	Dreyfus Treasury	BAX9MM47	0.000	10/31/24	10/31/24	\$ 20,078,878	\$ 20,078,878	100.00	\$ 20,078,878	\$ -	4.55%	0	7.31%
10/29/24	Treasury Bill	912797MD6	0.000	11/26/24	11/26/24	15,300,000	15,246,809	99.68	15,251,158	4,349	4.68%	26	5.55%
01/27/22	FHLB	3130A3GE8	2.750	12/13/24	12/13/24	2,200,000	2,281,046	99.78	2,195,060	(85,986)	4.64%	43	0.80%
01/27/22	Treasury Note	91282CDN8	1.000	12/15/24	12/15/24	2,000,000	1,977,266	99.55	1,990,938	13,672	4.69%	45	0.72%
06/25/20	Wisconsin Electric Power Company	976656CLO	2.050	12/15/24	12/15/24	1,450,000	1,518,887	99.60	1,444,245	(74,642)	5.28%	45	0.53%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	1,540,000	1,536,535	99.36	1,530,112	(6,423)	4.69%	67	0.56%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,500,000	1,527,600	99.44	1,491,599	(36,001)	4.68%	68	0.54%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	1,700,000	1,691,920	99.58	1,692,807	887	4.85%	74	0.62%
03/29/21	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	2,000,000	2,069,895	99.37	1,987,301	(82,594)	4.91%	82	0.72%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/22/25	2,450,000	2,421,650	99.85	2,446,248	24,598	5.94%	83	0.89%
09/10/24	Bank of New York Mellon	06406RDX4	4.890	07/21/28	01/22/25	2,000,000	2,039,400	100.56	2,011,248	(28,152)	4.94%	83	0.73%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/25	2,625,000	2,344,402	95.34	2,502,614	158,212	5.06%	96	0.91%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	1,825,000	1,770,464	99.40	1,814,103	43,639	4.92%	102	0.66%
10/01/20	FHLMC Reference Note	3137EAEP0	1.500	02/12/25	02/12/25	7,000,000	7,082,816	99.15	6,940,284	(142,532)	4.56%	104	2.53%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,750,000	1,753,833	99.10	1,734,178	(19,655)	4.63%	117	0.63%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	1,825,000	1,939,204	99.30	1,812,171	(127,033)	4.75%	126	0.66%
08/05/20	FHLB	3130A4CH3	2.380	03/14/25	03/14/25	250,000	273,060	99.19	247,986	(25,074)	4.58%	134	0.09%
08/05/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	1,875,000	2,048,908	99.35	1,862,831	(186,077)	4.91%	135	0.68%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	2,300,000	2,287,242	98.39	2,262,984	(24,258)	4.45%	151	0.82%
05/05/20	Florida Power & Light Company	341081FZ5	2.850	04/01/25	04/01/25	1,000,000	1,086,930	99.20	992,014	(94,916)	4.79%	152	0.36%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	250,000	274,895	99.38	248,445	(26,450)	4.76%	152	0.09%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	7,000,000	7,032,434	98.21	6,874,647	(157,787)	4.54%	165	2.50%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	1,800,000	1,770,312	99.09	1,783,596	13,284	4.74%	166	0.65%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/25	2,425,000	2,481,308	101.15	2,452,841	(28,467)	5.77%	169	0.89%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	9,500,000	9,317,379	98.17	9,325,958	8,579	4.56%	173	3.39%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	1,800,000	1,801,335	99.36	1,788,394	(12,941)	4.64%	194	0.65%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	1,400,000	1,514,257	99.39	1,391,515	(122,742)	4.65%	196	0.51%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	1,700,000	1,751,887	99.33	1,688,652	(63,235)	4.68%	201	0.61%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	2,000,000	1,956,882	97.81	1,956,211	(671)	4.70%	209	0.71%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	1,400,000	1,388,338	99.39	1,391,521	3,183	4.49%	227	0.51%
08/05/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	10,000,000	9,874,566	97.32	9,732,031	(142,535)	4.38%	242	3.54%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	5,000,000	4,843,262	99.09	4,954,688	111,426	4.31%	257	1.80%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	2,000,000	2,225,136	99.38	1,987,628	(237,508)	4.34%	291	0.72%
09/25/20	FNMA Benchmark Note	3135G05X7	0.375	08/25/25	08/25/25	3,500,000	3,493,350	96.85	3,389,604	(103,746)	4.35%	298	1.23%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	1,375,000	1,360,702	99.26	1,364,876	4,174	4.55%	305	0.50%

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Statement of Investments
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Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	1,900,000	1,899,060	99.61	1,892,628	(6,432)	4.51%	312	0.69%
09/29/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	7,000,000	6,978,380	99.94	6,996,033	17,653	4.31%	334	2.55%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	12,000,000	11,848,980	96.23	11,548,136	(300,844)	4.33%	372	4.20%
09/10/24	MetLife Inc	59156RBQ0	3.600	11/13/25	11/13/25	2,000,000	1,986,680	99.01	1,980,250	(6,430)	4.59%	378	0.72%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	1,784,000	1,840,277	98.79	1,762,442	(77,835)	4.59%	441	0.64%
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,750,000	1,582,610	95.38	1,669,195	86,585	4.57%	454	0.61%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	95.17	9,516,797	443,633	4.27%	485	3.46%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	95.44	3,722,071	181,028	4.49%	490	1.35%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	96.01	1,896,123	(94,833)	4.56%	495	0.69%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	99.74	7,231,131	41,813	4.32%	498	2.63%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	98.80	1,481,938	11,626	4.64%	517	0.54%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	97.16	1,578,811	(93,490)	4.57%	547	0.57%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	95.78	957,808	(93,953)	4.26%	680	0.35%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	96.09	1,177,081	36,756	4.45%	684	0.43%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	96.44	1,060,790	48,350	4.32%	705	0.39%
02/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	95.85	9,585,156	231,211	4.14%	745	3.49%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	97.03	970,290	25,470	4.46%	761	0.35%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,846	95.79	3,640,116	(270,730)	4.23%	771	1.32%
09/10/24	Bristol-Myers Squibb Co	110122EE4	4.900	02/22/27	02/22/27	2,000,000	2,045,640	101.03	2,020,689	(24,951)	4.42%	844	0.74%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	92.02	9,202,344	360,078	4.13%	881	3.35%
09/10/24	Comcast Corporation	20030NDK4	3.300	04/01/27	04/01/27	2,050,000	2,017,944	97.31	1,994,874	(23,070)	4.49%	882	0.73%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	94.41	2,006,138	42,666	4.36%	922	0.73%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	90.90	9,089,844	328,828	4.14%	972	3.31%
09/10/24	Honeywell International Inc	438516CX2	4.650	07/30/27	07/30/27	2,000,000	2,044,680	100.56	2,011,282	(33,398)	4.42%	1002	0.73%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	96.28	2,021,838	(25,809)	4.28%	1014	0.74%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	97.80	2,004,892	(29,100)	4.34%	1018	0.73%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	98.25	1,522,877	(20,644)	4.41%	1035	0.55%
09/10/24	FNMA	3135G05Y5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	90.76	9,801,721	(144,643)	4.12%	1072	3.57%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	96.01	2,016,244	55,850	4.40%	1079	0.73%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	89.84	8,983,594	(144,590)	4.14%	1095	3.27%
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	3,835,000	3,922,246	100.08	3,837,964	(84,282)	4.22%	1135	1.40%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,149	97.53	975,348	(18,801)	4.41%	1205	0.36%
09/10/24	Citibank NA	17325FBB	5.800	09/29/28	09/29/28	2,350,000	2,494,195	103.84	2,440,207	(53,988)	4.72%	1429	0.89%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,679	99.00	1,979,922	(47,757)	4.52%	1475	0.72%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,919	95.55	1,910,948	(53,971)	4.49%	1627	0.70%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 10/31/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
	Subtotal					\$ 262,587,878	\$ 256,288,314		\$ 255,106,888	\$ (1,181,426)	4.44%	459	92.86%
	Local Agency Investment Fund (LAIF)					19,586,663	19,586,663	100.21	19,627,032	40,369	4.52%	257	7.14%
	Subtotal					\$ 282,174,541	\$ 275,874,977		\$ 274,733,920	\$ (1,141,057)	4.44%	445	100.00%
	Operating Bank Balance						25,298,418						
	TOTAL						<u>\$ 301,173,395</u>						

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Earnings Report
10/01/24-10/31/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Treasury Bill	NOTE	912797GW1	0.000	10/03/24	-	-	-	-	-	-	-
PNC Funding Corp	NOTE	69353REF1	3.300	10/30/24	27,683.33	33,000.00	-	-	5,316.67	-	5,316.67
Treasury Bill	NOTE	912797GW1	0.000	10/03/24	-	-	-	-	-	-	-
Treasury Bill	NOTE	912797MD6	0.000	11/26/24	-	-	-	-	-	-	-
FHLLB	NOTE	3130A3GE8	2.750	12/13/24	18,150.00	-	-	23,191.67	5,041.67	3,699.94	3,699.94
Treasury Note	NOTE	91282CDN8	1.000	12/15/24	5,901.64	-	-	7,595.63	1,693.99	(2,349.15)	2,692.52
Wisconsin Electric Power Company	NOTE	976656CL0	2.050	12/15/24	8,752.36	-	-	11,229.44	2,477.08	669.93	2,363.92
FFCB	NOTE	3133ENKS8	1.130	01/06/25	4,090.63	-	-	5,534.38	1,443.75	(1,336.93)	1,140.15
Federal National Mortgage Assoc	NOTE	3135G0X24	1.630	01/07/25	5,687.50	-	-	7,718.75	2,031.25	96.70	1,540.45
Apple Inc	NOTE	037833DF4	2.750	01/13/25	10,129.17	-	-	14,025.00	3,895.83	(750.00)	1,281.25
US Bank NA/Cincinnati	NOTE	90331HPL1	2.050	01/21/25	7,972.22	-	-	11,388.89	3,416.67	252.50	4,148.33
Merck & Co Inc	NOTE	58933YAR6	2.750	02/10/25	7,109.90	-	-	11,292.19	4,182.29	1,900.21	6,082.50
FHLMC Reference Note	NOTE	3137EAEF0	1.500	02/12/25	14,291.67	-	-	23,041.67	8,750.00	(2,042.08)	6,707.92
FFCB	NOTE	3133ENPY0	1.750	02/25/25	3,062.50	-	-	5,614.58	2,552.08	(107.65)	2,444.43
Exxon Mobil Corp	NOTE	30231GAF9	2.709	03/06/25	3,433.28	-	-	7,553.22	4,119.94	(2,315.40)	1,804.54
FHLLB	NOTE	3130A4CH3	2.380	03/14/25	280.38	-	-	775.17	494.79	(417.25)	77.54
Ace InA Holdings Inc	NOTE	00440EAS6	3.150	03/15/25	2,625.00	-	-	7,546.88	4,921.88	(3,304.31)	1,617.57
Treasury Note	NOTE	912828ZF0	0.050	03/31/25	31.59	-	-	1,010.99	979.40	309.70	1,289.10
Florida Power & Light Company	NOTE	341081FZ5	2.850	04/01/25	-	-	-	2,375.00	2,375.00	(1,471.36)	903.64
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	-	-	-	677.08	677.08	(502.51)	174.57
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	16,236.11	17,500.00	-	1,652.78	2,916.67	(603.36)	2,313.31
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	22,410.00	24,300.00	-	2,160.00	4,050.00	874.48	4,924.48
FNMA	NOTE	3135G03U5	0.630	04/22/25	26,223.96	29,687.50	-	1,484.38	4,947.92	5,075.00	10,022.92
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	23,460.00	-	-	28,560.00	5,100.00	(22.84)	5,077.16
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	18,511.11	-	-	22,594.44	4,083.33	(2,327.83)	1,755.50
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	21,342.08	-	-	26,229.58	4,887.50	(1,297.51)	3,589.99
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	5,466.67	-	-	6,800.00	1,333.33	1,121.44	2,454.77
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	14,427.78	-	-	18,511.11	4,083.33	338.12	4,421.45
Treasury Note	NOTE	912828ZW3	0.250	06/30/25	6,317.93	-	-	8,423.91	2,105.98	4,249.16	6,355.14
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	31,793.48	-	-	44,429.35	12,635.87	5,241.91	17,877.78
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	8,480.56	-	-	14,397.22	5,916.66	(3,993.26)	1,923.40
FNMA Benchmark Note	NOTE	3135G05X7	0.375	08/25/25	1,312.50	-	-	2,406.25	1,093.75	112.90	1,206.65
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	4,182.29	-	-	8,364.58	4,182.29	379.08	4,561.37

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Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	4,916.25	-	-	11,328.75	6,412.50	46.39	6,458.89
FFCB	NOTE	3133ENP95	4.250	09/30/25	826.39	-	-	25,618.06	24,791.67	606.26	25,397.93
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	24,000.00	-	-	29,000.00	5,000.00	3,189.17	8,189.17
MetLife Inc	NOTE	59156RBQ0	3.600	11/13/25	27,600.00	-	-	33,600.00	6,000.00	946.92	6,946.92
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	13,370.09	-	-	18,647.76	5,277.67	(979.50)	4,298.17
FHFLB	NOTE	3130AKQX7	0.700	01/28/26	2,143.75	-	-	3,164.58	1,020.83	4,615.53	5,636.36
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	4,281.77	-	-	8,563.54	4,281.77	27,765.46	32,047.23
FHFLB	NOTE	3130ALHH0	0.960	03/05/26	2,704.00	-	-	5,824.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	74432QCCH6	1.500	03/10/26	1,728.13	-	-	4,196.88	2,468.75	(185.28)	2,283.47
FHFLB	NOTE	3130AUU36	4.130	03/13/26	14,953.13	-	-	39,875.00	24,921.87	1,651.97	26,573.84
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	-	-	-	4,687.50	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	17,604.17	21,125.00	-	-	3,520.83	(841.90)	2,678.93
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	22,666.79	-	-	32,521.91	9,855.12	725.28	10,580.40
FHFLB	NOTE	3130A8XY4	1.880	09/11/26	1,041.67	-	-	2,604.17	1,562.50	(864.12)	698.38
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	1,225.00	-	-	3,521.88	2,296.88	2,122.83	4,419.71
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	12,699.65	13,062.50	-	1,814.24	2,177.09	2,031.55	4,208.64
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	68,221.31	74,423.25	-	6,201.94	12,403.88	(1,353.74)	11,050.14
Treasury Note	NOTE	912828U24	2.000	11/15/26	75,543.48	-	-	92,391.30	16,847.82	15,173.30	32,021.12
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	9,833.33	-	-	12,291.67	2,458.34	1,344.76	3,803.10
FHFLB	NOTE	3130A9YY1	2.130	12/11/26	24,673.61	-	-	31,402.78	6,729.17	(1,881.94)	4,847.23
Bristol-Myers Squibb Co	NOTE	110122EE4	4.900	02/22/27	10,616.67	-	-	18,783.33	8,166.66	(1,554.14)	6,612.52
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	4,322.50	-	-	6,597.50	2,275.00	6,078.65	8,353.65
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	171.70	-	-	5,494.51	5,322.81	24,443.73	29,766.54
Comcast Corporation	NOTE	20030NDK4	3.300	04/01/27	-	-	-	5,637.50	5,637.50	1,045.49	6,682.99
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	16,486.46	-	-	20,019.27	3,532.81	3,477.14	7,009.95
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	12,635.87	-	-	16,847.83	4,211.96	25,052.17	29,264.13
Honeywell International Inc	NOTE	438516CX2	4.650	07/30/27	15,500.00	-	-	23,250.00	7,750.00	(1,290.09)	6,459.91
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	8,312.50	-	-	13,300.00	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	9,168.06	-	-	15,147.22	5,979.16	455.71	6,434.87
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	4,843.75	-	-	9,687.50	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05Y5	0.750	10/08/27	38,925.00	40,500.00	-	5,175.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	28,565.83	30,975.00	-	2,753.33	5,162.50	2,598.28	7,760.78
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	20,923.91	25,000.00	-	138.12	4,214.21	23,748.95	27,963.16
FHFLB	NOTE	3130ATU54	4.250	12/10/27	50,254.48	-	-	63,836.77	13,582.29	(2,252.48)	11,329.81

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Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	4,300.00	-	-	7,300.00	3,000.00	141.99	3,141.99
Bank of New York Mellon	NOTE	064006RBX4	4.890	07/21/28	18,745.00	-	-	26,895.00	8,150.00	(850.36)	7,299.64
Citibank NA	NOTE	17325FBB	5.800	09/29/28	757.61	-	-	12,121.82	11,364.21	(2,967.00)	8,397.21
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	32,347.22	-	-	39,430.56	7,083.34	(552.50)	6,530.84
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	31,125.00	33,750.00	-	3,000.00	5,625.00	638.98	6,263.98
Subtotal					\$ 957,399.72	\$ 343,323.25	\$ -	\$ 989,255.36	\$ 375,178.89	\$ 167,482.53	\$ 542,661.42
CASH EQUIVALENTS											
Dreyfus Treasury					-	48,661.72	-	-	48,661.72	-	48,661.72
Subtotal					\$ -	\$ 48,661.72	\$ -	\$ -	\$ 48,661.72	\$ -	\$ 48,661.72
LAIF											
Local Agency Investment Fund					138,910.44	138,910.44	-	48,031.09	48,031.09	-	48,031.09
TOTAL					\$ 1,096,310.16	\$ 530,895.41	\$ -	\$ 1,037,286.45	\$ 471,871.70	\$ 167,482.53	\$ 639,354.23

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 10/31/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
10/31/24	Dreyfus Trisy Sec CM Investor	09248U718	0.000	10/31/24	10/31/24	\$ 3,016,664	\$ 3,016,664	100.00	\$ 3,016,664	\$ -	4.55%	0	4.78%
10/15/24	Treasury Bill	912797MC8	0.000	11/19/24	11/19/24	7,750,000	7,715,621	99.77	7,732,039	16,418	4.71%	19	12.26%
10/29/24	Treasury Bill	912797MD8	0.000	11/26/24	11/26/24	10,700,000	10,662,680	99.68	10,665,842	3,162	4.68%	26	16.92%
09/24/20	Wisconsin Electric Power Company	976656CL0	2.050	12/15/24	12/15/24	350,000	368,382	99.60	348,611	(19,771)	5.28%	45	0.55%
01/06/22	FFCB	3133ENKS8	1.130	01/06/25	01/06/25	460,000	458,965	99.36	457,046	(1,919)	4.69%	67	0.72%
12/10/21	Federal National Mortgage Assoc	3135G0X24	1.630	01/07/25	01/07/25	1,750,000	1,782,200	99.44	1,740,199	(42,001)	4.68%	68	2.76%
05/11/22	Apple Inc	037833DF4	2.750	01/13/25	01/13/25	425,000	422,980	99.58	423,202	222	4.85%	74	0.67%
01/11/23	Bank of America Corp	06051GLA5	4.830	07/22/26	01/21/25	495,000	490,179	99.85	494,242	4,063	5.94%	82	0.78%
02/17/22	US Bank NA/Cincinnati	90331HPL1	2.050	01/21/25	01/21/25	475,000	475,751	99.37	471,984	(3,767)	4.91%	82	0.75%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/25	600,000	533,574	95.34	572,026	38,452	5.06%	96	0.91%
09/15/22	Merck & Co Inc	58933YAR6	2.750	02/10/25	02/10/25	434,000	421,031	99.40	431,409	10,378	4.92%	102	0.68%
01/06/22	FHLMC Reference Note	3137EAEPO	1.500	02/12/25	02/12/25	1,750,000	1,765,705	99.15	1,735,071	(30,634)	4.56%	104	2.75%
03/04/22	FFCB	3133ENPY0	1.750	02/25/25	02/25/25	1,250,000	1,252,738	99.10	1,238,698	(14,040)	4.63%	117	1.96%
12/22/20	Exxon Mobil Corp	30231GAF9	2.709	03/06/25	03/06/25	450,000	474,519	99.30	446,837	(27,682)	4.75%	126	0.71%
11/03/20	Ace InA Holdings Inc	00440EAS6	3.150	03/15/25	03/15/25	435,000	474,791	99.35	432,177	(42,614)	4.91%	135	0.69%
09/30/21	Treasury Note	912828ZF0	0.050	03/31/25	03/31/25	1,600,000	1,591,125	98.39	1,574,250	(16,875)	4.45%	151	2.50%
02/12/21	General Dynamics Corporation	369550BK3	3.250	04/01/25	04/01/25	50,000	54,979	99.38	49,689	(5,290)	4.76%	152	0.08%
09/28/20	Federal Home Loan Banks	3130AJHU6	0.500	04/14/25	04/14/25	1,450,000	1,453,984	98.21	1,424,034	(29,950)	4.54%	165	2.26%
05/04/22	Home Depot Inc	437076CM2	2.700	04/15/25	04/15/25	425,000	418,714	99.09	421,127	2,413	4.74%	166	0.67%
12/23/22	Morgan Stanley	61747YEX9	6.140	10/16/26	04/18/25	525,000	538,418	101.15	531,027	(7,391)	5.77%	169	0.84%
12/01/21	FNMA	3135G03U5	0.630	04/22/25	04/22/25	1,225,000	1,190,032	98.17	1,202,558	12,526	4.56%	173	1.91%
06/06/22	Caterpillar Financial Services	14913R2V8	3.400	05/13/25	05/13/25	425,000	426,632	99.36	422,260	(4,372)	4.64%	194	0.67%
05/11/21	General Dynamics Corporation	369550BG2	3.500	05/15/25	05/15/25	350,000	380,073	99.39	347,879	(32,194)	4.65%	196	0.55%
02/10/22	Qualcomm Incorporated	747525AF0	3.450	05/20/25	05/20/25	400,000	412,594	99.33	397,330	(15,264)	4.68%	201	0.63%
12/15/21	Pfizer Inc	717081EX7	0.800	05/28/25	05/28/25	475,000	466,704	97.81	464,600	(2,104)	4.70%	209	0.74%
06/15/22	Cisco Systems Inc	17275RAW2	3.500	06/15/25	06/15/25	400,000	397,604	99.39	397,577	(27)	4.49%	227	0.63%
09/01/22	Treasury Note	91282CEU1	2.875	06/15/25	06/15/25	1,600,000	1,571,813	99.09	1,585,375	13,562	4.37%	227	2.51%
11/17/20	Treasury Note	912828ZW3	0.250	06/30/25	06/30/25	1,750,000	1,710,434	97.32	1,703,105	(7,329)	4.38%	242	2.70%
09/30/22	Treasury Note	91282CEY3	3.000	07/15/25	07/15/25	1,200,000	1,162,125	99.09	1,189,125	27,000	4.31%	257	1.89%
09/24/20	State Street Corporation	857477AT0	3.550	08/18/25	08/18/25	475,000	531,317	99.38	472,062	(59,255)	4.34%	291	0.75%
06/14/22	Burlington Northern Santa Fe LLC	12189LAY7	3.650	09/01/25	09/01/25	325,000	322,095	99.26	322,607	512	4.55%	305	0.51%
09/08/22	John Deere Capital Corp	24422EWJ4	4.050	09/08/25	09/08/25	425,000	425,519	99.61	423,351	(2,168)	4.51%	312	0.67%
10/11/22	FFCB	3133ENP95	4.250	09/30/25	09/30/25	1,000,000	995,940	99.94	999,433	3,493	4.31%	334	1.59%
11/17/20	FNMA Benchmark Note	3135G06G3	0.500	11/07/25	11/07/25	3,155,000	3,140,117	96.23	3,036,198	(103,919)	4.33%	372	4.82%
06/30/21	Lockheed Martin Corporation	539830BH1	3.550	01/15/26	01/15/26	415,000	432,814	98.79	409,985	(22,829)	4.59%	441	0.65%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 10/31/24

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/19/23	FHLB	3130AKQX7	0.700	01/28/26	01/28/26	1,050,000	949,566	95.38	1,001,517	51,951	4.57%	454	1.59%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	1,400,000	1,269,855	95.17	1,332,352	62,497	4.27%	485	2.11%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	100.21	2,004,254	466	4.33%	487	3.18%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	95.44	858,940	41,776	4.49%	490	1.36%
08/30/21	Prudential Financial Inc	74432QCH6	1.500	03/10/26	03/10/26	450,000	455,338	96.01	432,028	(23,310)	4.56%	495	0.69%
02/17/23	FHLB	3130AUJ36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	99.74	1,246,747	7,209	4.32%	498	1.98%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	300,000	294,711	98.80	296,388	1,677	4.64%	517	0.47%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	375,000	389,284	97.16	364,341	(24,943)	4.57%	547	0.58%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	300,000	315,528	95.78	287,342	(28,186)	4.26%	680	0.46%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	96.09	288,265	9,001	4.45%	684	0.46%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	96.44	433,960	19,780	4.32%	705	0.69%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	95.85	2,012,883	26,414	4.14%	745	3.19%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,419	95.79	670,548	(49,871)	4.23%	771	1.06%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	2,250,000	1,984,481	92.02	2,070,527	86,046	4.13%	881	3.28%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,085	94.41	448,431	6,346	4.36%	922	0.71%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	1,000,000	875,741	90.90	908,984	33,243	4.14%	972	1.44%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	450,000	416,654	96.01	432,052	15,398	4.40%	1079	0.69%
09/17/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	365,000	387,133	103.84	379,010	(8,123)	4.72%	1429	0.60%
		Subtotal				\$ 64,125,664	\$ 63,180,011		\$ 63,048,188	\$ (131,823)	4.55%	256	100.00%
		PFC Bank Balance					<u>5,612,252</u>						
		TOTAL					\$ 68,792,263						

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Purchases - Maturities - Sales
As of 10/31/24

PURCHASES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Prepaid Interest
10/03/24	Treasury Bill	912797LV7	0.000	10/29/24	\$ 10,300,000.00	99.67222	\$ 10,266,238.89	\$ -
10/15/24	Treasury Bill	912797MC8	0.000	11/19/24	7,750,000.00	99.55639	7,715,620.57	-
10/29/24	Treasury Bill	912797MD8	0.000	11/26/24	10,300,000.00	99.65076	10,264,028.54	-
10/30/24	Treasury Bill	912797MD8	0.000	11/26/24	400,000.00	99.66290	398,651.61	-
								-
								-
								-
								-
								-
								-
								-
TOTAL PURCHASES					\$ 28,750,000.00		\$ 28,644,539.61	\$ -

MATURITIES

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Par Value	Purchase Price	Purchase Cost	Gain / (Loss)
08/29/24	Treasury Bill	912797GW1	0.000	10/03/24	\$ 10,200,000.00	99.60771	\$ 10,159,986.02	\$ 40,013.98
09/17/24	Treasury Bill	912797LT2	0.000	10/15/24	7,700,000.00	99.63670	7,672,025.90	27,974.10
10/03/24	Treasury Bill	912797LV7	0.000	10/29/24	\$ 10,300,000.00	99.67222	10,266,238.89	33,761.11
02/12/20	PNC Funding Corp	69353REF1	3.300	10/30/24	325,000.00	106.29200	345,449.00	(20,449.00)
								-
TOTAL MATURITIES					\$ 28,525,000.00		\$ 28,443,699.81	\$ 81,300.19

SALES / REDEMPTIONS / DELIVERS

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

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
10/01/24-10/31/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Treasury Bill	NOTE	912797GW1	0.000	10/03/24	-	-	-	-	-	-	-
Treasury Bill	NOTE	912797LT2	0.000	10/15/24	-	-	-	-	-	-	-
PNC Funding Corp	NOTE	69353REF1	3.300	10/30/24	4,498.54	5,362.50	-	-	863.96	-	863.96
Treasury Bill	NOTE	912797MD8	0.000	11/26/24	-	-	-	-	-	2,716.41	2,716.41
Treasury Bill	NOTE	912797MC8	0.000	11/19/24	-	-	-	-	-	16,178.56	16,178.56
Wisconsin Electric Power Company	NOTE	976656CLO	2.050	12/15/24	2,112.64	-	-	2,710.56	597.92	(377.41)	220.51
FFCB	NOTE	3133ENKS8	1.130	01/06/25	1,221.88	-	-	1,653.13	431.25	28.88	460.13
Federal National Mortgage Assoc	NOTE	3135G0X24	1.630	01/07/25	6,635.42	-	-	9,005.21	2,369.79	(875.00)	1,494.79
Apple Inc	NOTE	037833DF4	2.750	01/13/25	2,532.29	-	-	3,506.25	973.96	63.13	1,037.09
US Bank NA/Cincinnati	NOTE	90331HPL1	2.050	01/21/25	1,893.40	-	-	2,704.86	811.46	(21.46)	790.00
Merck & Co Inc	NOTE	58933YAR6	2.750	02/10/25	1,690.79	-	-	2,685.38	994.59	451.89	1,446.48
FHLMC Reference Note	NOTE	3137EAEP0	1.500	02/12/25	3,572.92	-	-	5,760.42	2,187.50	(423.98)	1,763.52
FFCB	NOTE	3133ENPY0	1.750	02/25/25	2,187.50	-	-	4,010.42	1,822.92	(76.90)	1,746.02
Exxon Mobil Corp	NOTE	30231GAF9	2.709	03/06/25	846.56	-	-	1,862.44	1,015.88	(476.78)	539.10
Ace InA Holdings Inc	NOTE	00440EAS6	3.150	03/15/25	609.00	-	-	1,750.88	1,141.88	(796.61)	345.27
Treasury Note	NOTE	912828ZF0	0.050	03/31/25	21.98	-	-	703.30	681.32	215.45	896.77
General Dynamics Corporation	NOTE	369550BK3	3.250	04/01/25	-	-	-	135.42	135.42	(100.50)	34.92
Federal Home Loan Banks	NOTE	3130AJHU6	0.500	04/14/25	3,363.19	3,625.00	-	342.36	604.17	(74.30)	529.87
Home Depot Inc	NOTE	437076CM2	2.700	04/15/25	5,291.25	5,737.50	-	510.00	956.25	178.07	1,134.32
FNMA	NOTE	3135G03U5	0.630	04/22/25	3,381.51	3,828.13	-	191.41	638.03	1,029.98	1,668.01
Caterpillar Financial Services	NOTE	14913R2V8	3.400	05/13/25	5,539.17	-	-	6,743.33	1,204.16	(46.43)	1,157.73
General Dynamics Corporation	NOTE	369550BG2	3.500	05/15/25	4,627.78	-	-	5,648.61	1,020.83	(635.58)	385.25
Qualcomm Incorporated	NOTE	747525AF0	3.450	05/20/25	5,021.67	-	-	6,171.67	1,150.00	(318.41)	831.59
Pfizer Inc	NOTE	717081EX7	0.800	05/28/25	1,298.33	-	-	1,615.00	316.67	204.10	520.77
Cisco Systems Inc	NOTE	17275RAW2	3.500	06/15/25	4,122.22	-	-	5,288.89	1,166.67	66.68	1,233.35
Treasury Note	NOTE	91282CEU1	2.875	06/15/25	13,573.77	-	-	17,469.95	3,896.18	859.21	4,755.39
Treasury Note	NOTE	912828ZW3	0.250	06/30/25	1,105.64	-	-	1,474.18	368.54	933.67	1,302.21
Treasury Note	NOTE	91282CEY3	3.000	07/15/25	7,630.43	-	-	10,663.04	3,032.61	1,155.63	4,188.24
State Street Corporation	NOTE	857477AT0	3.550	08/18/25	2,014.13	-	-	3,419.34	1,405.21	(1,012.80)	392.41
Burlington Northern Santa Fe LLC	NOTE	12189LAY7	3.650	09/01/25	988.54	-	-	1,977.08	988.54	75.47	1,064.01
John Deere Capital Corp	NOTE	24422EWJ4	4.050	09/08/25	1,099.69	-	-	2,534.06	1,434.37	(14.46)	1,419.91
FFCB	NOTE	3133ENP95	4.250	09/30/25	118.06	-	-	3,659.72	3,541.66	114.04	3,655.70
FNMA Benchmark Note	NOTE	3135G06G3	0.500	11/07/25	6,310.00	-	-	7,624.58	1,314.58	311.02	1,625.60

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Earnings Report
10/01/24-10/31/24

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	3,110.19	-	-	4,337.90	1,227.71	(343.47)	884.24
FHLB	NOTE	3130AKQX7	0.700	01/28/26	1,286.25	-	-	1,898.75	612.50	2,769.32	3,381.82
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	599.45	-	-	1,198.90	599.45	3,731.37	4,330.82
FFCB	NOTE	3133EPCF0	4.500	03/02/26	7,250.00	-	-	14,750.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	3130ALHH0	0.960	03/05/26	624.00	-	-	1,344.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	393.75	-	-	956.25	562.50	(98.18)	464.32
FHLB	NOTE	3130AUU36	4.130	03/13/26	2,578.13	-	-	6,875.00	4,296.87	284.82	4,581.69
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	-	-	-	937.50	937.50	153.75	1,091.25
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	4,062.50	4,875.00	-	-	812.50	(264.67)	547.83
Bank of America Corp	NOTE	06051GLA5	4.830	07/22/26	4,579.62	-	-	6,570.75	1,991.13	117.99	2,109.12
FHLB	NOTE	3130A8XY4	1.880	09/11/26	312.50	-	-	781.25	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	300.00	-	-	862.50	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.380	10/06/26	5,195.31	5,343.75	-	742.19	890.63	831.09	1,721.72
Morgan Stanley	NOTE	61747YEX9	6.140	10/16/26	14,769.56	16,112.25	-	1,342.69	2,685.38	(312.24)	2,373.14
Treasury Note	NOTE	912828U24	2.000	11/15/26	15,864.13	-	-	19,402.17	3,538.04	2,738.89	6,276.93
FHLB	NOTE	3130A9YY1	2.130	12/11/26	4,545.14	-	-	5,784.72	1,239.58	(346.67)	892.91
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	988.00	-	-	1,508.00	520.00	1,377.18	1,897.18
Treasury Note	NOTE	912828ZE3	0.630	03/31/27	38.63	-	-	1,236.26	1,197.63	5,418.73	6,616.36
Chevron Corp	NOTE	166764BX7	2.000	05/11/27	3,685.21	-	-	4,474.90	789.69	688.84	1,478.53
Treasury Note	NOTE	912828ZV5	0.500	06/30/27	1,263.59	-	-	1,684.78	421.19	2,458.20	2,879.39
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	6,121.25	6,637.50	-	590.00	1,106.25	596.16	1,702.41
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	117.67	-	-	1,882.75	1,765.08	(457.62)	1,307.46
Subtotal					\$ 170,993.18	\$ 51,521.63	\$ -	\$ 190,982.75	\$ 71,511.20	\$ 41,027.60	\$ 112,538.80
CASH EQUIVALENTS											
Dreyfus Trsy Sec CM Investor						14,146.47	-	-	14,146.47	-	14,146.47
Subtotal					\$ -	\$ 14,146.47	\$ -	\$ -	\$ 14,146.47	\$ -	\$ 14,146.47
TOTAL					\$ 170,993.18	\$ 65,668.10	\$ -	\$ 190,982.75	\$ 85,657.67	\$ 41,027.60	\$ 126,685.27

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2024 & 2023

										October 2024				
										Fiscal YTD Performance (July 2024 - October 2024)				
										F	G	H	I	J
										Fiscal YTD	Fiscal YTD Budget	Actual Year Fiscal YTD	Note	Variance Actual Vs. Budget
										A	B	C	D	E
Actual \$ Oct 2024	Budget Oct 2024	Actual \$ Prior Year Oct 2023	Note	Variance Actual Vs. Budget										
OPERATING ACTIVITY														
CASH RECEIPTS FROM OPERATIONS														
1	\$449,862	\$428,417	\$387,924	(2)	\$21,445	Landing/Fuel Fees	\$2,430,433	\$1,757,666	\$1,644,678	(2)	\$672,767			
2	3,324,193	2,656,383	2,880,296	(3)	667,810	Parking Fees	12,749,764	10,936,704	10,458,285	(3)	1,813,060			
3	1,821,611	1,410,314	1,513,044	(4)	411,297	Rental/Concession Receipts - Terminal Building	6,669,379	5,772,257	5,930,317	(4)	897,122			
4	1,136,797	1,329,186	1,441,646	(5)	(192,389)	Rental Receipts - Other Buildings	5,385,383	5,316,744	5,452,180	(5)	68,639			
5	378,485	321,583	341,411	(6)	56,902	Ground Transportation	1,512,738	1,322,332	1,288,526	(6)	190,406			
6	173,503	98,333	114,389	(7)	75,170	Other Receipts	750,721	393,332	393,480	(7)	357,389			
7	524,216	673,750	479,586	(8)	(149,534)	Investment Receipts - Treasurer/Other Interest Earned	1,169,542	2,606,667	2,043,054	(8)	(1,437,125)			
8	\$7,808,667	\$6,917,966	\$7,158,296	(1)	\$890,701		\$30,667,960	\$28,105,702	\$27,210,520	(1)	\$2,562,258			
CASH DISBURSEMENTS FROM OPERATIONS														
9	(\$203,532)	(\$193,085)	(\$125,565)	(10)	(\$10,447)	Administrative Supplies & Costs	(\$630,931)	(\$633,610)	(\$411,328)	(10)	\$2,679			
10	(467,392)	(445,643)	(435,471)	(11)	(21,749)	Operating Supplies & Maintenance	(1,633,578)	(1,808,303)	(1,681,777)	(11)	174,725			
11	(3,508,043)	(3,177,296)	(3,036,870)	(12)	(330,747)	Contractual Operating Costs	(11,586,074)	(12,709,184)	(9,931,892)	(12)	1,123,110			
12	(279,195)	(566,549)	(357,919)	(13)	287,354	Contractual Professional Services	(3,234,453)	(4,226,196)	(3,160,117)	(13)	991,743			
13	(785,947)	(689,573)	(543,640)	(14)	(96,374)	Wages & Benefits	(2,836,518)	(2,882,303)	(2,304,028)	(14)	45,785			
14	(116,715)	(119,558)	(109,663)	(15)	2,843	Other Operating Costs	(384,003)	(478,232)	(502,447)	(15)	94,229			
15	0	0	(380,625)	(16)	(380,625)	Bond Debt Service - 2015 Bonds	0	0	(1,522,500)		0			
16	(989,764)	(903,048)	(792,536)	(16)	(86,716)	Parking Tax	(1,819,267)	(1,840,485)	(1,578,858)	(16)	21,218			
17	(\$6,350,588)	(\$6,094,752)	(\$5,782,289)	(9)	(\$255,836)		(\$22,124,824)	(\$24,578,313)	(\$21,092,947)	(9)	\$2,453,489			
18	\$1,458,079	\$823,214	\$1,376,007		\$634,865		\$8,543,136	\$3,527,389	\$6,117,573		\$5,015,747			
FACILITY IMPROVEMENT TRANSACTIONS														
CASH DISBURSEMENTS														
19	(\$108,593)	(\$125,000)	\$0	(17)	\$16,407	Noise Mitigation Program Costs	(\$288,044)	(\$500,000)	\$0	(17)	\$231,956			
20	(250,477)	(351,807)	(729,240)	(18)	101,330	Other Facility Improvement Program Project Costs	(866,765)	(1,165,556)	(3,209,712)	(18)	298,791			
21	(\$359,070)	(\$476,807)	(\$729,240)		\$117,737		(\$1,134,809)	(\$1,665,556)	(\$3,209,712)		\$530,747			
CASH RECEIPTS FROM FUNDING SOURCES														
22	\$0	\$100,738	\$0	(17)	(\$100,738)	FAA Grants - Noise Mitigation Program	\$135,134	\$100,738	\$0	(17)	\$34,396			
23	0	0	142,738	(19)	\$0	FAA Grants - Facility Improvement Program	5,424	0	142,738	(19)	5,424			
24	0	24,263	0	(20)	(\$24,263)	Passenger Facility Charge Receipts/Reserves	63,493	97,050	535,041	(20)	(33,557)			
25	29,500	29,167	0	(21)	\$333	Customer Facility Charge Reserves	94,390	116,667	0	(21)	(22,277)			
26	\$29,500	\$154,168	\$142,738		(\$124,668)		\$298,441	\$314,455	\$677,779		(\$16,014)			
27	(\$329,570)	(\$322,639)	(\$586,502)		(\$6,931)		(\$836,368)	(\$1,351,101)	(\$2,531,933)		\$514,733			
FEDERAL RELIEF GRANT FUNDS														
28	\$0	\$0	\$0	(22)	\$0	ARPA Grant Funds	\$0	\$0	\$733,646	(22)	\$0			
29	\$1,128,509	\$500,575	\$789,505		\$627,934		\$7,706,768	\$2,176,288	\$4,319,286		\$5,530,480			
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS														

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2024 & 2023

		October 2024				Fiscal YTD Performance (July 2024 - October 2024)				
		Monthly Performance		E		Fiscal YTD Performance		H I J		
A	B	C	D	Variance		Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year	Note	Variance Actual Vs. Budget
Actual \$ Oct 2024	Budget Oct 2024	Actual \$ Prior Year Oct 2023	Note	Actual Vs. Budget		Fiscal YTD	Fiscal YTD Budget	Fiscal YTD		
29	\$1,128,509	\$500,575	\$789,505	\$627,934		\$7,706,768	\$2,176,288	\$4,319,286		\$5,530,480
NET INCREASE (DECREASE) IN CASH FROM OPERATIONS										
30	(\$35,664,027)	(\$35,510,000)	(5,557,885)	(23)	(\$154,027)	(\$111,942,443)	(\$141,698,000)	(23,796,733)	(23)	\$29,755,557
REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")										
<i>CASH DISBURSEMENTS¹</i>										
	Replacement Passenger Terminal Project Costs									
31	\$7,678,827	\$7,678,827	\$0	(24)	\$0	\$7,678,827	\$7,678,827	\$0	(24)	\$0
32	881,305	881,305	0	(24)	0	2,061,469	2,061,469	0	(24)	0
33	38,752,052	38,752,052	0	(24)	(0)	121,801,407	121,801,407	0	(24)	0
34	\$47,312,184	\$47,312,184	\$0		(\$0)	\$131,541,703	\$131,541,703	\$0		\$0
35	\$11,648,157	\$11,802,184	(\$5,557,885)		(\$154,027)	\$19,599,260	(\$10,156,297)	(\$23,796,733)		\$29,755,557
36	\$12,776,666	\$12,302,759	(\$4,768,380)		\$473,907	\$27,306,028	(\$7,980,009)	(\$19,477,447)		\$35,286,037
NET INCREASE (DECREASE) IN CASH - TOTAL										

Note 1 - Due to timing of invoices and payments thereof, the cash to budget analysis may not fully reflect current status of the project.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2024 & 2023

General Comments

The Schedule of Cash Receipts and Disbursements ("Schedule") represents the cash basis activity for the month and fiscal year-to-date ("FYTD") compared to the allocation of the annual adopted budget.

The Schedule consists of two sections: Operating Activity and Facility Improvement Transactions. Receipts are shown as positive amounts and disbursements as negative amounts. Favorable budget variances are shown as positive amounts and unfavorable variances as negative amounts. Because this Schedule is on a cash basis, cash timing differences may contribute to budget variances.

The Operating Activity receipts include charges for services (parking, landing fees and concessions), tenant rents, fuel flowage fees, other revenues and investment receipts. The Operating Activity disbursements include costs of services, materials, contracts, personnel and debt service.

Facility Improvement Transactions represent the activity for the Authority's capital program, which consists of Other Facility Improvement Program Projects and the Noise Mitigation Program.

FY 2025 Replacement Passenger Terminal ("RPT") Project expenditures are primarily funded through the Bipartisan Infrastructure Law grants, FAA-approved use of Passenger Facility Charge ("PFC") fees, and proceeds from the 2024 Revenue Bonds.

The FY 2025 Non-RPT Capital Program expenditures are primarily funded through the following sources:

- FAA-approved PFC program receipts/reserves;
- Grants; and
- Operating Revenues

The notes below provide additional information regarding the performance results detailed in the "Schedule of Cash Receipts and Disbursements."

A Supplemental Schedule of Cash Receipts and Disbursements reflecting the activities related to the 2012 Bond debt service for the Regional Intermodal Transportation Center / Consolidated Rental Car Facility is also presented.

FY 2025 projected operational activity has been based essentially flat to FY 2024 levels. The Authority's Adopted FY 2025 budget is based on the following quarterly activity assumptions to reflect seasonal fluctuations:

- Q1 (July - September): 1,647,000 (represents 27% of total)
- Q2 (October - December): 1,586,000 (represents 26% of total)
- Q3 (January - March): 1,220,000 (represents 20% of total)
- Q4 (April - June): 1,647,000 (represents 27% of total)

Passengers increased by 12.05% FYTD October when compared to the same period in FY 2024, and favorable to the budget assumption by 8.74%. Overall financial performance in FYTD October remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2024 & 2023

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD October. On an accrual basis, operating revenues exceed the budget FYTD October by \$2,964,185. See notes 2 through 8 for additional information regarding operating receipts.

NOTE (2) – Landing/Fuel Fees

Landing Fees are based on landed weight of the aircraft. Fuel fees are charged at a rate of \$0.05 a gallon to non-signatory air carriers for fuel loaded at BUR. On an accrual basis, Landing Fees combined with Fuel Flowage Fees exceed the budget by \$155,856 FYTD October.

NOTE (3) – Parking Fees

Parking fee revenues performed above the budget forecast FYTD October. Accrual basis Parking Fees exceed the budget by \$1,517,626 FYTD October.

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

Terminal Building rental/concession receipts exceed the budget FYTD October partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$510,638 FYTD October.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceed the budget FYTD October partially due to the timing of receipts. Accrual basis Other Building rents are \$124,594 above budget expectations FYTD October due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation receipts exceed the budget by \$218,844 FYTD October.

NOTE (7) – Other Receipts

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$284,470 ahead of budget FYTD October.

NOTE (8) – Investment Receipts - Treasurer

This line item represents cash received from the investment of funds. These receipts fluctuate in response to interest rate and portfolio balance changes, the timing of coupon payments and individual investment maturities. Accrual basis investment income exceeds the budget by \$152,157 FYTD October.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD October. See additional information on operating disbursement in notes 10 through 16.

NOTE (10) – Administrative Supplies & Costs

This line item includes office supplies, printing, postage and delivery, office equipment service and lease, recruiting, membership, uniform, Commission meeting, conference and training costs.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2024 & 2023

NOTE (11) – Operating Supplies & Maintenance

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

NOTE (12) – Contractual Operating Costs

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

NOTE (13) – Contractual Professional Services

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

NOTE (14) – Wages and Benefits

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

NOTE (15) – Other Operating Costs

This line item primarily includes public relations/advertising, air service retention, and license/permit fees.

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. October 2024 remittance, in the amount of \$989,764, covers the months of July, August and September 2024.

NOTE (17) – Noise Mitigation Program

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

NOTE (18) – Other Facility Improvement Program Projects

Other Facility Improvement Program Project costs on a cash basis are below the budget FYTD October.

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

FAA Grants are budgeted to partially fund a new ARFF vehicle.

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the completion of the Runway and Taxiway Shoulder Rehabilitation, a new ARFF vehicle, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2024 & 2023

NOTE (21) – Customer Facility Charge Reserves

The Regional Intermodal Transportation Center ("RITC") Art in Public Places capital project completion is budgeted to be funded by Customer Facility Charge Reserves.

NOTE (22) – Federal Relief Grant Funds

All available non-concessionaire federal relief funds were utilized towards FY 2023 bond debt service and personnel costs. The remaining FAA approved use of awarded concessionaire relief funds (\$2,560,425) apply only as direct payments to qualifying concessionaires.

NOTE (23) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$506,848,000 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD October by \$29,755,557 primarily due to the timing of payments. The majority of cash expenditures FYTD October are related to Holder, Pankow, TEC JV (\$87,528,088), including retention payments to the escrow bank, and City of Burbank Water and Power Aid-in-Construction Deposits (\$20,755,970).

NOTE (24) – Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards (e.g. BIL), FAA approved Passenger Facility Charge fees and Bond Reimbursements (2024 Revenue Bonds).

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
SUPPLEMENTAL SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
REGIONAL INTERMODAL TRANSPORTATION CENTER / CONSOLIDATED RENTAL CAR FACILITY PAYMENTS AND COLLECTIONS
MONTH AND FOUR MONTHS ENDED OCTOBER 31, 2024 & 2023

		October 2024				Fiscal YTD Performance (July 2024 - October 2024)			
		Monthly Performance				Fiscal YTD Performance			
A	B	C	D	E	F	G	H	I	J
Actual \$ Oct 2024	Budget Oct 2024	Actual \$ Prior Year Oct 2023	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget

37	\$567,600	\$433,333	\$438,718 (1)	\$134,267	Customer Facility Charge Receipts	\$1,783,333	\$1,686,973	(1)	\$189,783
38	0	0	0	0	Federal Relief Grant Funds - 2012 Bond Debt Service	0	859,449		0
39	142,468	85,914	120,460 (2)	56,554	Facility Rent	343,656	421,335	(2)	76,879
40	(486,095)	(486,095)	(486,036)	0	Payments to Bond Trustee for 2012 Bond Debt Service	(1,944,380)	(1,944,144)		18,983
41	\$223,973	\$33,152	\$73,142 (3)	\$190,821		\$468,254	\$182,609	(3)	\$285,645

General Comments

The debt service on the 2012 Revenue Bonds is payable from Customer Facility Charges ("CFCs") and Facility Rents. Under the terms of the Bond Indenture, as amended, all CFCs collected subsequent to July 1, 2014 are remitted to the Bond Trustee for the 2012 Bond debt service.

On July 1, 2014, the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the respective Rent-A-Car Companies became effective, including the collection of Facility Rent.

Note (1) – Customer Facility Charge ("CFC") Receipts

CFCs of \$6 per day per transaction, up to a maximum of five days, are collected and applied to the 2012 Bond debt service.

Note (2) – Facility Rent

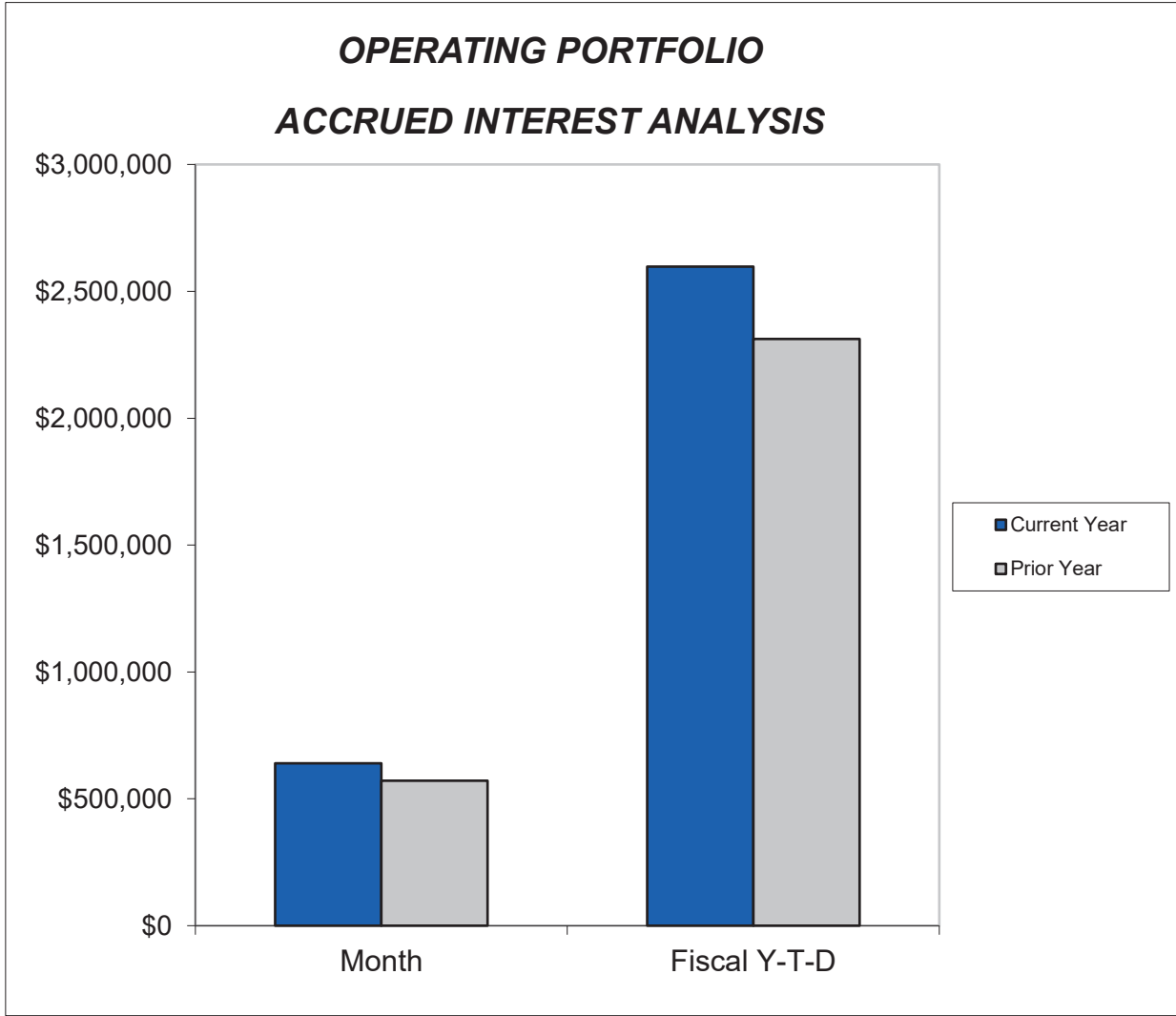
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

Note (3) – Net RITC / ConRAC Facility Payments and Collections

At fiscal year-end, upon conclusion of the required reconciliation, any excess surplus accumulated will be evaluated and applied toward the allowed uses under the terms and conditions of the Non-Exclusive Concession and Lease Agreement with the Rent-A-Car Companies.

In the event of a shortfall of receipts to meet the required payment obligations (i.e., CFC collections perform under budget projections), the Authority holds the right to adjust the Facility Rent paid by the rental car companies on a 30-day notice.

Burbank-Glendale-Pasadena Airport Authority



	October 2024	October 2023
Accrued Interest Revenue - Month	\$639,354	\$571,960
Accrued Interest Revenue - FYTD	\$2,597,155	\$2,312,570
Month End Portfolio Balance	\$301,173,395	\$265,792,411
Yield to Maturity	4.44%	5.03%

Supplement to the October 2024 Treasurer's Report

FYTD October 2024 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
FY 2025 Cash Expenditures: Authorized Contracts

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	October 2024 Cash Expenditures	FYTD 2025 (Jul - Oct) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
AECOM (1a)	Program Management Services	\$ 4,172,454	N/A	-	-	N/A	\$ 4,172,454
Jacobs Project Management Company (1a)	Program Management Services	8,993,803	25,048,752	2,548	2,851,135	13,203,814	11,844,938
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	511,528	350,000	16,620	76,806	273,194	588,334
Airport Projects (1b)	Technical Support	7,498	69,315	34,835	55,927	13,388	63,425
ATX (1b)	Technical Support	-	72,000	-	66,375	5,625	66,375
Conway Consulting (1b)	Technical Support	395,727	150,000	6,545	16,445	133,555	412,172
Georgino Development (1b)	Strategic Planning Services	142,800	60,000	4,800	19,200	40,800	162,000
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	517,419	275,000	1,552	50,222	224,778	567,641
Ricondo & Associates (1b)	Financial Feasibility Services	831,922	340,000	1,781	58,066	281,934	889,988
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Holder, Pankow, TEC JV (1d)	Design Builder	82,586,282	1,045,012,508	23,969,247	81,574,493	874,898,138	170,114,370
Truist Bank (1d)	Design Builder - Retention Escrow Account			1,253,705	5,953,595		
Azrial (2)	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings (2)	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	1,298,093	N/A	-	-	N/A	1,298,093
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	2,000	N/A	-	-	N/A	2,000
McDermott (2)	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's (2)	Rating Agency	61,400	N/A	-	-	N/A	61,400
Richards, Watson & Gershon (2)	Legal Services	344,381	N/A	10,139	45,565	N/A	389,946
Ring Bender (2)	Legal Services	4,793	N/A	-	-	N/A	4,793
S & P Global Rating (2)	Rating Agency	21,000	N/A	-	-	N/A	21,000
THU Legal Consulting (2)	Consulting Services	307,160	150,000	23,985	43,695	106,305	350,855
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	24,000	36,000	-	9,000	27,000	33,000
Zions Bancorporation (2)	Consulting Services	2,500	N/A	-	3,000	N/A	5,500
RS&H (3)	Environmental Impact Study (EIS) Services	756,776	AIP / PFC Funded	-	-	N/A	756,776
XI-3 Corporation (4)	Consulting Services	91,770	N/A	-	-	N/A	91,770
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	2,020,000	22,775,970	10,338,270	20,755,970	-	22,775,970
City of Burbank (5b)	Plan Check Services	344,124	436,874	-	92,750	-	436,874
Barclays Bank (6)	CP Program / LOC Bank	442,813	N/A	-	108,637	N/A	551,450
Sumitomo Mitsui (6)	CP Program / LOC Bank	483,286	N/A	-	161,562	N/A	644,848
Meetings	Various Expenses	30,026	N/A	-	-	N/A	30,026
Licenses & Fees	Various Expenses	11,738	N/A	-	-	N/A	11,738
TOTALS		\$ 104,530,504	\$ 1,094,776,419	\$ 35,664,027	\$ 111,942,443	\$ 889,208,531	\$ 216,472,947

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Notes to Replacement Passenger Terminal Project Schedule
Project Costs as of October 2024

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2025 adopted budget includes appropriations of \$506,848,000 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following
Commission approved Task Orders against the Professional Services agreement to date:
Task Order 1 (Development of the Program Operations Manual) - \$1,419,896
Task Order 2 (Procurement of Progressive Design Builder) - \$1,463,250
Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$10,438,765
Task Order 4 (Phase 3 Construction Phase Support Services) - \$11,726,841
- (1b) These are multi-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved an estimated \$55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at \$54,244,242 and were completed April 2024.
- To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of \$987,356,306. In addition, FYTD October 2024, total contingencies of \$8,483,381 and owner allowance of \$3,133,000 have been approved.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5a) The Commission approved Aid-In-Construction payments with BWP for deposits as follows:
- 1) September 20, 2022 - \$25,000
 - 2) March 7, 2023 - \$50,000
 - 3) June 26, 2023 - \$494,000
 - 4) September 18, 2023 - \$1,411,000
 - 5) June 13, 2024 - \$40,000 (AIC Inspections)
 - 6) August 20, 2024 - \$960,000
 - 7) September 20, 2024 - \$9,457,700
 - 8) October 17, 2024 - \$10,338,270
- (5b) The Commission approved payment October 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. An additional deposit of \$92,750 was made September 2024.
- (6) LOC banks for the CP program.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
Replacement Passenger Terminal Project (RPT)
Reimbursements to Date

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	October 2024 Reimbursement	FYTD October 2024 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
BIL-AIG (<i>formulaic</i>)	\$ 24,057,834	\$ 1,354,747	\$ 7,678,827	\$ 7,678,827	\$ 9,033,574	\$ 15,024,260
BIL-ATP (<i>competitive</i>) (1)	47,300,000	11,385,576	-	-	11,385,576	35,914,424
PFC	48,338,420	14,922,243	881,305	2,061,469	16,983,712	31,354,708
2024 Bonds (2)	669,975,586	17,191,077	38,752,052	121,801,407	138,992,484	530,983,102
TOTALS	\$ 789,671,840	\$ 44,853,643	\$ 47,312,184	\$ 131,541,703	\$ 176,395,346	\$ 613,276,494

BIL - Bipartisan Infrastructure Law

ATP - Airport Terminal Program

AIG - Airport Infrastructure Grant

PFC - Passenger Facility Charge

Notes:

(1) Does not include a pending additional BIL-ATP grant in the amount of \$9,328,000.

(2) Includes interest and dividend earnings to date:

Bond Proceeds Amount	\$ 655,871,612
Accrued Interest and Dividends to Date (Held by Trustee)	14,103,974
Total Available Amount	\$ 669,975,586

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FEBRUARY 18, 2025**

**AWARD OF MONTH-TO-MONTH LICENSE AGREEMENT
SAAB, INC.**

Presented by
Madeleine Zavala
Senior Manager, Business & Properties

SUMMARY

Subsequent to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission approve a proposed Month-To-Month License Agreement (“Agreement”), copy attached, for Surface Awareness Initiative (“SAI”) Equipment installation and maintenance with Saab, Inc. (“Saab”). This equipment is part of the Federal Aviation Administration (“FAA”) program to enhance safety and efficiency in the United States National Airspace System (“NAS”).

BACKGROUND

FAA created the SAI program to deliver innovative, cost-effective technological solutions to airports without existing surface surveillance capabilities to support the Air Traffic Control ‘s (“ATC”) surface situational awareness.

In August of 2024, the FAA awarded to Saab a contract to install and maintain equipment necessary to support the SAI program at several airports including Nashville International Airport, San Antonio International Airport, Long Beach Airport and Hollywood Burbank Airport (“Airport”).

This equipment will provide an Airport’s ATC Tower with information that will improve their situational awareness and the ability to identify aircraft ground movement on the Airport’s runways, taxiways, and other airport surface movement areas. If approved, Saab will install four antennas on airport property located throughout the Airport that will transmit aircraft ground position data to the ATC Tower.

Saab, founded in 1937, currently serves the global market with world-leading products, services, and solutions from military defense to civil security. FAA has previously contracted with Saab on three other major FAA Surface Safety Programs.

DETAILS

Terms of the proposed License Agreement:

Premises: For the purposes of this staff report, there are four specific locations that have been identified on Airport property for the installation of these antennas. Each location was identified and confirmed for operational effectiveness and non-interference with other airport equipment.

Use: Installation and maintenance of four antennas and support equipment for the SAI program at the Airport.

Term: Month-To-Month

Termination: 30 days prior notice

License Fee: \$500 per antenna per month

REVENUE IMPACT

The additional revenue from the proposed Agreement is \$2,000 per month.

RECOMMENDATION

Subsequent to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission approve the proposed Agreement with Saab and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FEBRUARY 18, 2025**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
CONCESSIONS TECHNICAL COORDINATOR SERVICES
REPLACEMENT PASSENGER TERMINAL PROJECT**

Presented by
Stephanie Gunawan-Piraner
Director, Engineering and Maintenance

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff recommends that the Commission award a Professional Services Agreement (“Agreement”) for concessions technical coordinator services in an amount not-to-exceed \$1,648,044 to ATX, Inc. (“ATX”). These services, from March 17, 2025 to March 17, 2027, are necessary to facilitate the development of the concessionaire programs in the Replacement Passenger Terminal (“RPT”), ensure compliance with the technical requirements, coordination with the design-builder and the project management team.

Similar to the role of the Airline Technical Representative, which services are provided by AvAirPros for the airlines, the Concessions Technical Coordinator (“CTC”) will oversee design and construction, ensure consistency with the Authority’s standards through design reviews, and facilitate effective coordination between tenants and stakeholders throughout the development process. The consultant will also monitor the concessions project schedule to apprise the Authority of progress and risks, and facilitate communication between the tenants, the Authority and City of Burbank for plan check, permitting, and inspection process.

BACKGROUND

Staff identified the need for extensive coordination for concessions development at the RPT. The goal is for all concessions to begin operation on opening day of facility in October 2026. The award of this contract for CTC services is viewed as a critical support service to the RPT Project to enable the immediate design kickoff and development and provide the concessionaires a single point of contact to assist with the coordination of their respective buildouts in conjunction with the Operational Readiness Activation and Transfer (“ORAT”) program. The RPT schedule necessitates that all underground utilities for concessions be fully designed and submitted to the design-builder by March 30, 2025, to meet the RPT’s milestone for Temporary Certificate of Occupancy in May 2026 and the RPT opening in October 2026.

This proposal for CTC services is a multi-year program beginning with award of the concession programs through the opening of the RPT and any follow up completion list for both the retail and food service concessions thereafter.

PROCUREMENT

Staff posted a Request for Proposals (“RFP”) on the Authority’s PlanetBids e-procurement website on October 3, 2024. 959 firms were notified of the opportunity, and the RFP was downloaded by 47 firms including prime consultants, subconsultants, and other supporting companies. There were 7 downloads from Women-owned Business Enterprises, 10 from Minority-owned Business Enterprises and 8 from Disadvantaged Business Enterprises. Additionally, 2 local firms downloaded the RFP.

Staff received three proposals on November 4, 2024, all of which were initially determined to be responsive. The firms, listed in alphabetical order, were as follows:

- ATX
- Greater than DD
- Maestro Development

A four-member selection committee, comprised of staff members from Business and Properties, Engineering, and Maintenance, reviewed and evaluated the proposals in accordance with the criteria stipulated in the RFP, listed below:

- SC-1: Experience and Past Performance (40 points)
- SC-2: Firm and Personnel Capabilities (30 points)
- SC-3: Demonstrated Understanding of Project Challenges (15 points)
- SC-4: Capability to Complete Projects Without Significant Overruns (10 points)
- SC-5: Willingness to Accept BGPAA PSA (5 points)

Based on this evaluation, ATX and Greater than DD were determined to be qualified to be invited for interviews. Interviews were held on December 11, 2024, and included a presentation by the firms followed by a Question & Answer session. The results from the proposals and interviews was as follows:

	SC-1	SC-2	SC-3	SC-4	SC-5	RFP Total	Interview Total	Total	Proposed Cost
Maximum Points Possible	40	30	15	10	5	100	100	200	
FIRM:									
ATX	36	25	14	8	5	88	91	179	\$ 1,648,044
Greater than DD	36	26	11	7	5	85	87	172	\$ 2,348,960

Based on the proposal review and interviews, staff determined that the ATX proposal provides the best value for the Authority. ATX demonstrated its qualifications, knowledge, and staffing plan tailored to overseeing and facilitating concessions development for the RPT Project. Additionally, ATX demonstrated its unique expertise and specialized experience in managing airport concessions development projects from planning through operations. Notable recent concession projects ATX has been involved with include similar programs at Los Angeles International Airport, San Diego International Airport, JFK International Airport and Dodger Stadium.

FUNDING

Based on the fee schedule of the proposed Agreement, it is estimated that the cost for these services for the remainder of FY 2025 is \$500,000 which can be addressed under the Support Service line item for the RPT in the adopted FY 2025 budget. Cost for these services in subsequent fiscal years will be requested in future budgets for FY 2026 and FY 2027.

The breakdown of cost and services is as follows:

	DESCRIPTION OF TASKS	NOT TO EXCEED COST
1	Concept Development Phase	\$179,830
2	Design Phase	\$854,192
3	Construction Phase	\$614,022
	TOTAL	\$1,648,044

RECOMMENDATION

Staff requests a Committee recommendation to the Commission to approve the proposed Agreement with ATX, and to authorize the President to execute the Agreement.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
FEBRUARY 18, 2025**

ELECTION OF ASSISTANT SECRETARY

Presented by John T. Hatanaka
Executive Director

SUMMARY

With the retirement of Frank R. Miller as Executive Director, the position of Assistant Secretary is vacant. Although not required to do so, the Commission may chose an Assistant Secretary to fill the role until the Election of Officers is held at the first July meeting. Staff recommends that the Commission elect an Assistant Secretary for the remainder of FY 2025.

BACKGROUND

Section 2.4.1 of the joint powers agreement allows, but does not require, the Commission to elect an Assistant Secretary to assist the Secretary in the performance of the Secretary's duties, certify copies of official Authority documents, and perform other duties specified by the Commission. With the retirement of Mr. Miller, the position is currently vacant. The Commission may decide to elect a replacement for the remainder of the fiscal year or elect an Assistant Secretary at the first July meeting. Last year, consistent with past practice, the Commission chose to have the Executive Director serve as the Assistant Secretary.

RECOMMENDATION

Staff recommends that the Commission determine whether to fill the position of the Assistant Secretary at this time or to fill the position at its first July meeting in conjunction with the Election of Officers for the Fiscal Year 2026.

MONTH-TO-MONTH SAI EQUIPMENT LICENSE AGREEMENT

THIS MONTH-TO-MONTH SAI EQUIPMENT LICENSE AGREEMENT (“Agreement”) is dated _____, 2025 for reference purposes, and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Licensor”), a California joint powers agency, and Saab, Inc. (“Licensee”), a Delaware corporation.

RECITALS

- A. Licensor is the owner of the Hollywood Burbank Airport (“Airport”).
- B. The Federal Aviation Administration (“FAA”) has awarded a contract (“SAI Contract”) to Licensee for the installation and maintenance of equipment (“Licensee Equipment”) necessary to carry out the FAA’s Surface Awareness Initiative (“SAI”) at the Airport. The Licensee Equipment, as more particularly described in the attached Exhibit A, includes antennas located around the airfield, displays and processors in the Airport’s air traffic control tower, and supporting equipment (including cables and routers).
- C. To perform its obligations under the SAI Contract, Licensee requires access to the Airport areas depicted in the attached Exhibit B for the installation and ongoing maintenance of the Licensee Equipment.
- D. Licensor has agreed to give to Licensee, and Licensee has agreed to accept from Licensor, a limited contractual license to enter upon Airport property for the installation and maintenance of the Licensee Equipment to carry out Licensee’s contractual obligations under the SAI Contract (“Permitted Activity”).

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Use and Relocation of Equipment Locations.

(a) **Use of Equipment Locations.** Licensee may install, maintain, and use the Licensee Equipment throughout the Airport at locations (“Equipment Locations”), to be approved by Licensor and the FAA, as approximately depicted in Exhibit B, for the sole purpose of conducting the Permitted Activity. Prior to the initial installation of the Licensee Equipment, Licensee shall submit a Tenant Improvement Form as set forth in the attached Exhibit C or any successor then in use by Licensor. Licensee shall comply with applicable laws and the Federal Requirements set forth in the attached Exhibit D. Licensee shall not release any hazardous materials or substances on the Airport. Licensee shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities, radio frequencies or telecommunications systems, or devices on or servicing the Airport. Licensee shall not use or permit the use of the Equipment Locations or any other areas of the Airport in any manner that will: (i) tend to create or permit any waste or nuisance; (ii) unreasonably tend to disturb tenants, users, or occupants of the Airport; (iii) invalidate, cause the cancellation of, or conflict with any fire or other hazard insurance policies covering the Airport; or (iv) increase the premiums for any fire insurance policies covering the Equipment Locations, the Airport, or any property located thereon.

(b) **Ingress and Egress.** Licensee, its agents, employees and contractors shall have the right of ingress to and egress from the Equipment Locations, including across public roadways serving the Airport and designated private roadways on the Airport; provided, however, that no person shall be authorized to enter a restricted area of the Airport by virtue of such right of ingress and egress.

(c) **RPT Project Construction; Negotiation of Equipment Relocation.** Licensee acknowledges that Licensor is developing a Replacement Passenger Terminal and ancillary improvements (collectively, the “RPT Project”) in the northeast quadrant of the Airport. As Licensor completes construction of the RPT Project, certain portions of the existing Airport facilities, including the existing passenger terminal and cargo buildings where the Licensee Equipment will be located under the SAI Contract, will be destroyed or otherwise made inaccessible to Licensee, and electrical and other utility services to the existing passenger terminal are anticipated to be discontinued in 2026. Provided Licensee is not in violation of this Agreement, prior to completion of the RPT Project, upon Licensee’s request, Licensor shall negotiate in good faith to determine suitable locations within the Airport to relocate the Licensee Equipment. Licensor shall not be obligated to consent to the relocation of Licensee Equipment if, in its sole discretion, suitable locations are not available.

(d) **Addition, Removal or Relocation of Licensee Equipment.** For Licensee Equipment installed pursuant to contracts between the Licensee and the FAA (“FAA Contracts”), Licensee may add or remove Licensee Equipment, or relocate Licensee Equipment to a different area of the Airport facilities, provided such addition, removal or relocation is approved in writing by Licensor’s Executive Director, or designee, in his or her sole and absolute discretion. Licensee may not add Licensee Equipment pursuant to contracts or agreements with entities other than the FAA, including airlines or other tenants of the Airport (“Non-FAA Contracts”), without the prior approval of the Authority’s Commission in its sole and absolute discretion. Licensor’s Executive Director or designee, in his or her sole and absolute discretion, may require the relocation of any Licensee Equipment to a different area of the Airport facilities upon 30 days’ prior to notice to Licensee. Any relocation of the Licensee Equipment, including within and between existing and new Airport facilities, shall be at Licensee’s sole cost and expense. Following removal or relocation of any Licensee Equipment, Licensee shall be required, at Licensee’s sole cost and expense, to restore the applicable Equipment Location to the condition existing prior to the installation of the applicable Licensee Equipment, normal wear and tear excepted. For any addition or relocation of Licensee Equipment, Licensee shall submit a Tenant Improvement Form as set forth in the attached Exhibit C or any successor then in use by Licensor. With respect to additions or relocations of Licensee Equipment pursuant to FAA Contracts or relocations of Licensee Equipment pursuant to Non-FAA Contracts, following review and approval of the Tenant Improvement Form by Licensor’s Executive Director, this Agreement shall be amended to identify any new Equipment Locations agreed upon by the parties, and any such amendments may be executed on Licensor’s behalf by the Executive Director without need for submission to the Authority Commission. With respect to additions of Licensee Equipment pursuant to Non-FAA Contracts, following review and approval of the Tenant Improvement Form by Licensor’s Executive Director, an amendment to this Agreement to identify any new Equipment Locations shall be submitted to the Authority Commission for consideration and approval, in its sole and absolute discretion.

2. **License Term.** The term of this Agreement shall commence on _____, 2025, and continue on a month-to-month basis until terminated by either party. Licensee waives any and all rights to relocation benefits under applicable law upon termination of this Agreement.

3. **Security Deposit; Fees and Reporting; Taxes; Recordkeeping.**

(a) **Security Deposit.** Concurrent with Licensee's execution of this Agreement, Licensee shall deposit with Licensor a security deposit ("Security Deposit") in an amount equal to \$3,000.00, as security for the faithful performance by Licensee of all of its obligations under this Agreement. If Licensee defaults with respect to any provisions of this Agreement (including the provisions relating to payment of License Fees, installation or removal of the Licensee Equipment, and repair of resultant damage), Licensor may, with notice to Licensee, apply all or any part of the Security Deposit for the payment of any License Fees or any other sum in default. In such event, upon demand, Licensee shall replenish the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Licensee within 45 days following the termination of this Agreement. Licensee shall not be entitled to any interest on the Security Deposit. Licensee irrevocably waives and relinquishes any and all rights, benefits, or protections, if any, Licensee now has, or in the future may have, under California Civil Code Section 1950.7 or any successor statute.

(b) **License Fees.** On the first day of each month, Licensee shall pay to Licensor a base fee for the preceding calendar month equal to \$500 multiplied by the number of Licensee antennas installed at the Airport pursuant to FAA Contracts ("Base Fee"). In the event Licensee desires to enter into Non-FAA Contracts to add Licensee Equipment, this Agreement shall be amended to include fees associated with any additional Licensee Equipment. Any such amendments shall be submitted to the Authority Commission for consideration and approval, in its sole and absolute discretion.

(c) **Place of Payment.** All sums owed to Licensor by Licensee shall be paid in lawful money of the United States of America, without prior demand and without set off or deduction, by Automated Clearing House ("ACH") transfer or by check to Licensor delivered to the following address; however, Licensor by service of written notice upon Licensee, may otherwise direct the payment to another address provided by Licensor.

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood way
Burbank, CA 91505
Attn: Accounting
Email: AR@bur.org

(d) **Late Payment Charge.** Should any License Fee installment not be paid in full by Licensee within five calendar days after the deadline, a late payment charge equal to 1.5% of the overdue amount shall be paid by Licensee each and every month until the entire delinquent amount is received by Licensor. The parties stipulate that: (i) the late payment charge is a reasonable estimate of direct and indirect costs Licensor will incur as a result of Licensee's late payment; (ii) such costs would be impractical and extremely difficult to determine; and (iii) the late payment charge constitutes liquidated damages for a late payment.

(e) **Additional Fees and Charges.** Licensee shall pay to Licensor reasonable and documented additional fees and charges in the event of any of the following:

(1) Licensor has paid any sum or has incurred any obligation or expense expressly agreed to in writing by Licensee, or for which Licensee is otherwise specifically responsible under this Agreement.

(2) Licensor is required or elects to pay any sum, or incurs any obligation or expense, due to Licensee's failure to cure a breach of this Agreement within 30 days after written notice from Licensor.

If billed by Licensor, Licensee shall pay Licensor within 45 days following the date of such billing, provided that such billing is accompanied by reasonable documentation of the charges and expenses incurred. Licensee shall have the right to dispute any charge in good faith.

(f) **Taxes.** Licensee shall pay, before delinquency, as and when due, any and all applicable and legally required taxes, assessments or charges directly imposed as a result of Licensee's activity under this Agreement by the State of California, the County of Los Angeles, the City of Burbank, or other public agency solely with respect to Licensee's personal property or Licensee's possessory interest under this Agreement.

(g) **Records/Books.** Licensee shall maintain complete and accurate records as required by applicable FAA Acquisition Management System (AMS) regulations. Access to such record shall be strictly limited to authorized representatives of the FAA and only to the extent required for regulatory compliance. Licensor shall not have the right to examine, inspect, audit, or copy Licensee's financial statements, documentation or records.

4. Condition of Property. Licensee represents that it has inspected the Equipment Locations and accepts the Equipment Locations in their current "AS IS" condition, without representation or warranty, express or implied, subject to all matters of record; provided, that to Licensor's actual knowledge, there is no dangerous condition or hazardous material on the Equipment Locations (other than those conditions or hazardous materials customarily related to the active airport operations). Licensee shall be liable for and shall promptly repair any damage to any Airport areas/facilities where such damage shall be attributable to any act or omission on the part of Licensee, Licensee's employees, customers, agents, contractors, subcontractors, sublicensees, tenants, representatives, associates, guests, and/or invitees (collectively "Licensee Parties"). Should Licensee fail or be unable to promptly affect any such repairs, Licensor shall have the right to make such repairs, and Licensee shall reimburse Licensor for all reasonable costs of such repairs, including reasonable administrative costs.

5. Inspection by Licensor. Licensor shall have the right to enter and inspect the Equipment Locations at any time.

6. Aviation Rights. There is reserved to Licensor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Equipment Locations and the other areas of the Airport. This public right of flight shall include the right to cause within such

airspace any noise inherent in the operation of any aircraft used for navigation or flight through such airspace or landing at, taking off from, or operating on the Airport.

7. Airport Rules and Regulations. Licensee shall comply with Airport Rules and Regulations (as may be updated from time to time) and any successor rules and regulations adopted by Licensor. Licensee acknowledges that the Airport Rules and Regulations are available on Licensor's webpage (hollywoodburbankairport.com), and Licensee may obtain a hard copy from Licensor upon request. Violations of the Airport Rules and Regulations by Licensee or its personnel shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

8. Insurance Requirements.

(a) General Requirements.

(1) Licensee shall procure and maintain at its sole expense, and always keep in effect, the types and levels of insurance prescribed below. Such insurance requirements do not in any way limit the amount or scope of liability of Licensee under this Agreement.

(2) Upon execution of this Agreement and as requested, Licensee shall provide Licensor current certificates of insurance establishing the existence of all required insurance policies.

(3) Licensor shall be given no less than 30 days prior written notice of cancellation, non-renewal, or material change in any policy. Insurance shall be maintained without any lapse in coverage. Insurance canceled without Licensor's consent shall be deemed an immediate Event of Default.

(4) Licensor shall also be given certified copies of Licensee policies of insurance. Failure of Licensor to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Licensor to identify a deficiency from the evidence provided, shall not be construed as a waiver of Licensee's obligations to maintain the insurance required by this Agreement.

(b) Commercial General Liability. Licensee shall maintain an occurrence form commercial general liability policy or policies, in the amount of coverage not less than \$5,000,000 per occurrence, insuring against liability for personal injury, bodily injury, death, and damage to property (including loss of use thereof) and occurring on or in any way related to the Equipment Locations or occasioned by reason of the operations of Licensee. Such insurance shall include coverage for the following: (a) premises coverage, (b) products of completed operations, (c) broad form contractual liability, (d) personal injury, (e) broad form property damage, (f) cross liability, (g) broad form named insured, (h) fire legal, and (i) advertising injury.

(c) Commercial Automobile Liability. In the event that automobiles are used in connection with Licensee's business or operations at the Equipment Locations, Licensee shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Licensee's automobiles (including owned, hired and non-owned

vehicles) on and around the Equipment Locations. Coverage shall be in an amount of not less than \$5,000,000 each accident.

(d) **Workers' Compensation and Employer's Liability.** Licensee shall maintain workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance, in amounts not less than the following:

Bodily injury by accident - \$5,000,000 - each accident

Bodily injury by disease - \$5,000,000 - policy limit

Bodily injury by disease - \$5,000,000 - each employee

The employer's liability insurance shall not contain an occupational disease exclusion.

(e) **Property Insurance.** Licensee shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Licensee's fixtures, tenant improvements and betterments, personal property, and equipment located at the Airport in an amount not less than 100% of the replacement value thereof. The proceeds of such insurance shall be used to repair or replace the insured property. The policy shall include Licensor as loss payee as respects to its interests.

(f) **Cyber Liability Insurance.** Licensee shall procure and maintain Cyber Liability coverage in an amount not less than \$5,000,000 that will cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

(g) **Licensee's Risk.** Licensee shall be responsible for obtaining any insurance that is necessary to cover its own risks. In no event shall Licensor be liable for any: (a) business interruption or other consequential damages sustained by Licensee; (b) damage, theft or destruction of Licensee's inventory, Licensee Equipment, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured.

(h) **Additional Requirements.**

(1) All liability policies shall be endorsed to include Licensor, TBI Airport Management, Inc., the Cities of Burbank, Glendale, and Pasadena, and their respective officers, employees, and agents (collectively "Licensor Parties") as additional insureds with respect to Licensee Parties' acts or omissions, their operations, use, and occupancy of the Airport, or other related functions performed by or on behalf of Licensee in, on or about the Airport.

(2) All such insurance shall be primary and noncontributing with any other insurance held by or on behalf of any Licensor Party where liability arises out of or results from the acts or omissions of Licensee Parties.

(3) Such policies may provide for reasonable deductibles and/or self-insured retentions. All self-insured retentions shall be declared to Licensor and approved in writing, on a

case-by-case basis, based upon the nature of the Licensee's operations and the type of insurance involved.

(4) Each such insurance policy shall include a waiver of subrogation endorsement in favor of Licensor Parties.

(5) Licensor shall have no liability for any deductibles, self-insured retentions, or premiums charged for such coverage(s). The inclusion of any of Licensor Parties, and any of their respective officers, employees, and agents, their successors, and assigns, as an additional insured is not intended to, and shall not, make them, or any of them, a partner or joint venture with Licensee in its operations at the Airport or connected with this Agreement.

(6) The insurance policy limits specified herein shall be reviewed for adequacy annually by Licensor which may, thereafter, require Licensee to adjust the insurance coverage to whatever reasonable requirement Licensor deems to be adequate. Licensee shall provide Licensor with proof of such compliance by giving Licensor an updated certificate of insurance within 30 days of Licensor's written notice.

(7) All insurance policies required herein shall have a rating of not less than A-X in A.M. Best's Insurance Guide or otherwise acceptable to Licensor.

(8) At least 10 business days prior to the expiration date of all policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Licensor. If such coverage is canceled, Licensee shall, within 15 days of such cancellation, file with Licensor evidence that the required insurance coverage has been reinstated without lapse or provided through another insurance company or companies.

(i) **Proof of Insurance.** Licensee shall provide proof of the requested insurance to Licensor in the following manner:

(1) Certificate(s) of Insurance evidencing all specified coverage shall be filed with Licensor prior to Licensee performing under this Agreement or occupying the Equipment Locations. The Certificate(s) shall contain the applicable policy numbers, the inclusive dates of policy coverage, the insurance carrier's name, the insurance broker's name, address and telephone number, shall bear an original signature of an authorized representative of such carrier, and shall provide that such insurance shall not be subject to cancellation, or non-renewal except after written notice by certified mail, return receipt requested, to Licensor at least 30 days prior to the effective date thereof. Licensor shall have the right to receive, upon request, all pertinent information about the broker and carrier providing such insurance.

(2) Additional Insured Endorsement(s) shall be filed with Licensor prior to Licensee installing the Licensee Equipment under this Agreement or occupying the Equipment Locations.

(3) Waiver of Subrogation Endorsement(s) shall be filed with Licensor prior to Licensee installing any Licensee Equipment under this Agreement or occupying the Equipment Locations.

(4) If requested by Licensor, Licensee shall provide copies of original insurance policies.

(5) If requested by Licensor, when coverage is provided by foreign insurance syndicates, a broker's letter that is acceptable to Licensor in form and content.

(6) If requested by Licensor, other written evidence of coverage that is acceptable to Licensor.

Submission of insurance from a non-California admitted carrier is subject to the provisions of Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Licensee shall, except where exempted, provide Licensor proof of such insurance by and through a surplus line broker licensed by the State of California.

The procuring of such required policies of insurance shall not be construed to limit Licensee liability, nor to fulfill the indemnification requirements of this Agreement. Notwithstanding such policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by Licensee, including Licensee Parties.

9. Default and Termination.

(a) **Events of Default.** Occurrence of any of the following will be considered an Event of Default by Licensee:

(1) Violation by Licensee of Section 10 (Assignment and Subleasing).

(2) Failure by Licensee to obtain, pay for, and maintain in full force and effect at all times during the life of this Agreement, without any lapse in coverage, such insurance and surety as shall be required of Licensee hereunder.

(3) Failure to cure any other breach of this Agreement within 30 days after written notice from Licensor.

(b) **Termination.** In the event this Agreement is terminated pursuant to the provisions of this Section or otherwise by Licensor as permitted in this Agreement, Licensee shall immediately remove all of its personal property from the premises and peacefully vacate and surrender the premises to Licensor. Upon written request, the Executive Director may allow additional time for removal of property, but any such allowance may only be given in writing by the Executive Director. If personal property is not timely removed, Licensor may dispose of such property in any manner whatsoever, without liability to Licensee, and Licensee hereby waives any and all statutes and laws to the contrary. Termination of this Agreement by Licensor shall not be construed as a waiver of any claim Licensor may have against Licensee, including for default.

(1) **Termination Based on Default.** Upon an Event of Default by Licensee, Licensor may terminate this Agreement, and Licensee shall have no further rights hereunder and shall immediately vacate any and all areas covered by this Agreement. Licensor shall have all rights and remedies as provided by law, including the right to recover damages from Licensee in the amount necessary to compensate Licensor for all the detriment and injury proximately caused

by Licensee's failure to perform its obligations under this Agreement or which in the ordinary course would be likely to result therefrom. Licensee hereby waives any and all rights of redemption and relief from forfeiture under Code of Civil Procedure Sections 1174 or 1179 or any other laws.

(2) **Bankruptcy.** Upon filing by or against Licensee (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of the Licensee's property or for Licensee's interest in this Agreement; or (iv) for the reorganization or modification of Licensee's capital structure, this Agreement shall at the option of Licensor immediately terminate whereupon all rights of Licensee hereunder shall immediately cease and terminate.

(3) **Multiple Late Payments.** Three or more late payments of the License Fee or any other sum due under this Agreement during a calendar year shall, at the option of Licensor, and with a written thirty (30) day notice to the Licensee, Licensor may terminate this Agreement.

(4) **Voluntary Termination Rights.** Either party may terminate this Agreement at any time without cause by serving written notice of not less than 30 days upon the other party.

(5) **Police Powers.** In the event the operation of the Airport or any part thereof is taken over by the United States Government or any other public authority by requisition or any other unilateral action due to a national emergency or otherwise, this Agreement shall terminate as of the date of vesting of the interest of the United States Government or other public authority.

10. Non-Transferability (Assignment and Subleasing). This Agreement is non-transferable and shall be valid only for Licensee. Licensee shall not at any time sublicense the premises or assign or encumber this Agreement, in whole or in part. There shall not be any change in the ownership or control of Licensee, and any attempted or purported assignment or sublicense or encumbrance or change of ownership or control shall be null and void and shall constitute an Event of Default by Licensee.

11. Indemnity. Licensee shall indemnify, defend, and hold harmless Licensor Parties from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses) (collectively "Indemnified Claims") incurred in connection with the Permitted Activity, except to the extent that any such Indemnified Claims arise from Licensor's gross negligence or intentional misconduct. Licensee's obligations under this section shall survive the expiration or termination of this Agreement.

12. Exemption of Licensor. Licensee warrants, covenants and agrees that Licensor shall not be liable for injury to Licensee's business or any loss of income therefrom or for damage to the Licensee Equipment or other property located in, upon or about the Airport, whether belonging to Licensee Parties or any other person; nor shall Licensor be liable for any injury to the person of Licensee Parties, whether or not such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the leakage, breakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether or not such damage or injury results from conditions arising in or on any part or all of the Airport or in or on any of the improvements/facilities appurtenant thereto, or from other

sources or places, and regardless of whether or not the cause of such damage or injury or the means of repairing the same is inaccessible to Licensee. Licenser shall not be liable for any damages arising from any act or neglect on the part of any third parties.

13. Liens and Claims. Licensee shall not suffer or permit to be enforced against Licenser's title to the Airport, or any part thereof, any lien, claim or demand directly arising from the installation, maintenance, repair or removal of the Licensee Equipment, except for liens, claims or damages directly arising from the actions of Licenser. Licensee shall pay all such liens, claims and demands before any action is brought to enforce same against Airport; and Licensee shall hold Licenser and the Airport free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith. Licenser shall have the right at any time to post and maintain on the Airport such notices as may be necessary to protect Licenser against liability for all such liens, claims and demands. This Section shall survive expiration or termination of this Agreement.

14. Inability Of Licenser To Perform. This Agreement and the obligations of Licensee hereunder, including payment of License Fees, shall not be affected or impaired because Licenser is unable to fulfill any of its obligations or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Licenser.

15. Subordination. This Agreement is subordinate to Licenser's federal obligations and to Licenser's grant assurances to the FAA. In the event the FAA or another federal agency should determine that a provision of this Agreement violates Licenser's federal obligations or grant assurances, Licenser and Licensee shall amend this Agreement, or Licenser may terminate this Agreement, as necessary for Licenser to remain in compliance with its federal obligations and grant assurances.

16. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses in addition to any other relief to which such party may be entitled.

17. Miscellaneous. This Agreement does not convey to Licensee any right, title or interest in or to the Equipment Locations or the Airport, but merely grants limited contractual rights and privileges. In no event shall this Agreement or any memorandum of this Agreement be recorded. This Agreement may not be assigned by Licensee, in whole or in part. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

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

termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Licensor:

Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Madeleine Zavala
Email: mzavala@bur.org

Licensee:

Saab, Inc.
Attn: Legal Department
5717 Enterprise Parkway
East Syracuse, NY 13057
Attn: Legal Department
Shawna Lee
Senior Contracts Manager
Email: Shawna.Lee@saabinc.com

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

20. Recitals and Exhibits. All Recitals and the attached Exhibits are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through C, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

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

22. Integration. This Agreement (including the attached Exhibits) represents the entire and integrated contract between the parties regarding Licensee's use of the Equipment Locations. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to such subject matter. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED:

Licensee:
Saab, Inc.

By: Troy Barnes

Print Name: Troy Barnes

Title: Contracts Administrator

Licensor:
Burbank-Glendale-Pasadena Airport
Authority

By: _____

Print Name: _____

Title: _____

Approved as to Form:

By: _____

Print Name: Terence Boga

Title: General Counsel

EXHIBIT A
SECURITY INFORMATION

EXHIBIT B
SECURITY INFORMATION

EXHIBIT C

Tenant Improvement Form

[Attached]

**REQUEST FOR APPROVAL
PROPOSED TENANT IMPROVEMENT**



**MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO PROJECT
START DATE. LARGER PROJECTS REQUIRE ADDITIONAL LEAD TIME.**

1. INFORMATION

Tenant _____ Building # _____
 Name of Contact _____ Phone # _____
 Address _____ Email: _____
 Describe Proposed Improvements * _____

 Estimated cost of improvements _____
 Estimated start date _____ Completion date _____

***Attach sketches or drawings as required to clearly indicate the type, size, height
and location of proposed improvements***

2. PRE-CONSTRUCTION

Contractor _____ License # _____
 Address _____
 Contract Price _____ Phone # _____
 Construction Commencement Date _____ End Date _____

***Applicant must submit required Certificate of Insurance, Material and Labor Bond
two weeks prior to the start of construction***

Tenant Representative (Signed) _____ Date _____

3. INITIAL APPROVALS

Operations	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Business & Properties	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Engineering Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Environmental & Noise	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Fire Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
ICT Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Maintenance Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Safety Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Police & Security	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		

4. FINAL APPROVAL

Airport Administration (Reviewed by) _____ Date _____

INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 and 2 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Business, Property and Administrative Services Department, 2627 Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, the Business, Property and Administrative Services Department will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage or if additional information is required.
3. In addition to the submission of the Tenant Improvement Form, Tenant shall also provide final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Business, Property and Administrative Services Department for review by all applicable Airport Departments with final review and approval by Airport Administration.
4. The Business, Property and Administrative Services Department and Engineering Department will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations.
5. Prior to the start of construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the Tenant Improvement Form and a copy returned to the Tenant. The form will indicate whether approval has been granted, and if not granted, the reason for denial.
6. All Tenants shall, within thirty (30) days after completion, submit to Business, Property and Administrative Services Department one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Business, Property and Administrative Services Department. The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.
b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

OTHER REQUIREMENTS INSURANCE REQUIREMENT

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
	\$1,000,000 for Personal Injury for each occurrence.
Comprehensive Automobile Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
Workers' Compensation:	California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Business, Property and Administrative Services Department. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

BOND REQUIREMENT

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).

PREVAILING WAGES

As part of Tenant's obligations under the terms of the Lease to comply with applicable law, Tenant acknowledges and agrees that if Tenant is provided improvement funds from the Burbank-Glendale-Pasadena Airport Authority, or a rent credit based on timely construction of improvements, then Tenant shall (and shall cause its contractors to) pay prevailing wages for such improvements and shall otherwise comply with California Labor Code Sections 1720 et seq. (including all recordkeeping and reporting requirements).

EXHIBIT D

Federal Requirements

For purposes of this Exhibit, references to “Contractor” shall be deemed to refer to Licensee.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / ATX INC.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated _____ 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and ATX INC. (“Consultant”), a Nevada corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: architectural, engineering, and project management services related to concessionaire tenant improvements in the Replacement Passenger Terminal.

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

NOW, THEREFORE, the parties agree as follows:

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

- A. “Account Manager”: Stephanie Gunawan-Piraner
- B. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
- C. “Commencement Date”: March 17, 2025.
- D. “Contract Administrator”: Stephanie Gunawan-Piraner or a duly authorized designee.
- E. “Contract Limit”: \$1,648,044.
- F. “Executive Director”: John Hatanaka or a duly authorized designee.
- G. “Expiration Date”: March 17, 2027 unless extended as provided below.
- H. “Federal Requirements” the federal requirements set forth in the attached Exhibit E, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.
- I. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

J. “Indemnitees”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.

K. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit D.

L. “Services”: the tasks set forth in the attached Exhibit A.

M. “Task Order”: a written work order, in the form set forth in the attached Exhibit C, that specifies an architectural, engineering, or project management assignment to be performed by Consultant.

N. “TBI”: TBI Airport Management, Inc.

2. Services.

A. Consultant shall perform the Services in a timely, regular basis in accordance with the Federal Requirements and applicable laws. Time is of the essence in the performance of this Agreement.

B. Consultant shall perform the Services on a Task Order basis. Each Task Order shall be executed and dated, by the Contract Administrator on the Authority’s behalf and by the Account Manager on Consultant’s behalf, prior to Consultant’s commencement of work on the project. Task Orders shall be numbered sequentially and shall be subject to all terms and conditions of this Agreement.

C. Consultant shall perform all work to professional standards and in a manner reasonably satisfactory to the Authority. Consultant shall consult the Contract Administrator for any decisions that must be made by the Authority. Consultant shall promptly notify the Contract Administrator of any unsafe condition that Consultant discovers at the Airport.

D. In the event any claim is brought against the Authority relating to Consultant’s performance of the Services, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

3. Term.

A. The base term of this Agreement shall be two years commencing on the Commencement Date and expiring on the Expiration Date, unless earlier terminated as provided below.

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

C. If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. Either party may terminate this Agreement for convenience upon 15 days prior written notice to the other party.

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

7. Work Product Ownership. All reports, documents, or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the Authority without limitation upon use or dissemination by the Authority.

8. Confidentiality. Consultant shall preserve the confidentiality of all nonpublic data, documents, discussion or other information that is developed or received by it in connection with this Agreement. Consultant shall not disclose such information without the prior written authorization of the Executive Director. Upon request, all Authority data shall be returned to the Authority at expiration or termination of this Agreement. Consultant's obligations under this section shall survive expiration or termination of this Agreement.

9. Conflict of Interest. Consultant shall not maintain or acquire any financial interest that may be affected by the Services. Consultant shall avoid the appearance of having any financial interest that would conflict in any manner with the Services.

10. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of reasonable attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under Civil Code Section 2782.8(c)(2).

B. Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the payment of all consequential damages, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Damages with counsel reasonably acceptable to the Authority, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees.

C. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or the Indemnitees.

D. All duties of Consultant under this section shall survive termination or expiration of this Agreement.

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

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

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner
E-mail: sgunawan-piraner@bur.org

Consultant
ATX INC.
435 Sunridge Dr.
Oceanside, CA 92056
Attn: Robert Potoski
E-mail: bob@atxgrp.com

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

15. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

16. Exhibits. Exhibits A through E are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through D, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit E, the provisions of Exhibit E shall prevail.

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

18. Incorporation of Task Orders. Executed Task Orders are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of a Task Order, the provisions of this Agreement shall prevail.

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

[SIGNATURES ON FOLLOWING PAGE]

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

ATX INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Chairperson President Vice President

Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

Ara Najarian, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

ATTACHMENT A SCOPE OF SERVICES

All work is to be done in accordance with the latest edition of the applicable local, state and federal laws. The scope of services will generally fall into the below phases:

Concept Development Phase

1. Pre-design
 - a. Assist the Authority with the development of Project Key Activity Checklist
 - b. Provide lease exhibits based on actual field condition constructed, as required
 - c. Other activities as required
2. Design Kick off
 - a. Coordinate with the tenants on various project requirements and expectations
 - b. Review of initial documents, including but not limited to submitted concept design, project key personnel, schedule, and work plan.
 - c. Other activities as required
3. Concept Development
 - a. Coordinate and facilitate tenant's efforts to develop design concept.
 - b. Provide expertise to the Authority on feasibility, opportunities, and risks associated with proposed concepts.
 - c. Other activities as required

Design Phase

4. 30%, 60%, 90%, and 100% Design Review and Coordination:
 - a. Provide review of design plans and specs to ensure compliance with Tenant Design Standards, Tenant Construction Information, and available utility capacity.
 - b. Review other deliverables, including schedules, budget, sample boards, etc.
 - c. Advise the Authority on any foreseeable issues that may impact project completion, such as long lead items, deferred submittals, permitting process, etc.
 - d. Ensure all comments are being addressed
 - e. Coordinate with all departments within the Authority on their review comments and project requirements
 - f. Coordinate plan review, presentations, and permitting with the City of Burbank Building Official and other City departments
 - g. Provide feedback to tenants during construction procurement process, including review construction procurement documents, contractors qualifications and project timeline, and provide recommendations as required

ATTACHMENT A SCOPE OF SERVICES

- h. Facilitate any required field verification processes
- i. Other activities as required

Construction Phase

- 5. Preconstruction
 - a. Coordinate all preconstruction meeting between the tenant and all project stakeholders
 - b. Ensure all documents are in place for preconstruction, including schedules, logistics plans, safety and security plan, access/badging, and other relevant items.
 - c. Other activities as required
- 6. Construction
 - a. Monitor project schedules, including identification and tracking of materials and equipment procurement
 - b. Ensure project site is in compliance with the Tenant Construction information, including dust control, temporary utilities, site lease lines, etc.
 - c. Coordination of area and utility shutdown requests between the Replacement Passenger Terminal Design-Builder and the tenants.
 - d. Track any field changes, ensure all affected Airport groups are notified and have approvals from building officials, if needed.
 - e. Coordinate inspections from various internal Airport groups, and ensuring inspections tied to permits are scheduled as appropriate
 - f. Ensure proper labelling on all MEP equipment
 - g. Ensure accurate as-built records are being maintained on plans
 - h. Ensure all required activities and required inspections for opening day are completed timely
 - i. Collect all sign-off from various approving agencies for the Authority's records
 - j. Other activities as required
- 7. Punch List
 - a. Coordinate punch list walk with tenant and other project stakeholders
 - b. Confirm, with collaboration with stakeholders, all punch list items have been completed.
 - c. Ensure timely completion of punch list
 - d. Other activities as required
- 8. Close Out
 - a. Complete close out checklist and provide all project documentation to the Authority.
 - b. Other activities as required

EXHIBIT B
Fee Schedule

FEE SCHEDULE

Consultant shall submit the Proposal in writing on this form. BGPAA may deem any proposal submitted without the completed Cost Proposal Form to be non-responsive. Consultant shall state all information on the Cost Proposal Form clearly and legibly, in the manner indicated. Any errors may, at the sole discretion of BGPAA, constitute grounds for BGPAA's rejection of the Proposal.

	DESCRIPTION OF TASKS	NOT TO EXCEED COST
1	Concept Development Phase	\$179,830
2	Design Phase	\$854,192
3	Construction Phase	\$614,022
	TOTAL	\$1,648,044

The Design-Builder shall submit labor and overhead rates for all staff proposed for all phases of the Project using the table below.

Proposed Labor Cost Multipliers

	Direct Labor Rate	Escalation to Midpoint	Overhead Rate	Profit	Proposed Multiplier	
	2023 Rate	1.00	1.46	7%	2.63	
SR. PM / TC #1	\$72.35	\$79.77	\$116.49	\$13.74	2.63	\$210.00/hr
SR. PM / TC #2	\$72.35	\$79.77	\$116.49	\$13.74	2.63	\$210.00/hr
Principal /Account Mgr.	\$122.31	\$134.85	\$196.93	\$23.22	2.63	\$355.00/hr

Consultant shall provide a management and staffing plan in a table format that lists all the project tasks and proposed team member names to each project task and their level of responsibility for each task. The management and staffing plan must indicate all Key

This Schedule of Fees has been executed by a duly authorized representative of Respondent as indicated below:

ATTACHMENT B
FEE SCHEDULE

Firm's Name: ATX INC.

Respondent Name: ROBERT POJOSKI

Authorized Signature: [Signature]

Title: MES, Date: 11/3/2024

EXHIBIT C
Task Order Form



Procurement Department
 2627 N. Hollywood Way
 Burbank, CA 91505

P: 818-840-8840 E: purchasing@bur.org
 Burbank-Glendale-Pasadena Airport Authority

TASK ORDER (TO)

To Firm:	
SA/P.O. No:	Account No.:
T.O. Order No:	Effective Date:
T.O. Revision No:	Revision Date:
Originator:	Phone No:

This Task Order (TO) is issued pursuant to the applicable Services Agreement (SA) between the Burbank-Glendale-Pasadena Airport Authority (Authority), owner/operator of Hollywood Burbank Airport and your Firm, pursuant to terms and conditions of the SA indicated, for the services described below.

Additional sheet(s) attached? Yes No

Please check if applicable: Statement of Work attached Specification attached Other attachment

DESCRIPTION / SERVICE CATEGORY:

Task Order Pricing Basis

Time & Materials, Fee Schedule/Rates: <input type="checkbox"/>	Lump Sum: <input type="checkbox"/>
Estimated not-to-exceed amount: \$ _____	\$ _____ Total Lump Sum (As agreed in advance, to successfully complete the described services.)
Estimated revision amount: \$ _____	
Total of previous revisions: \$ _____	
Current estimated not-to-exceed amount: \$ _____	

This Task Order is also a Notice to Proceed immediately with the services described, with final completion on _____. **Time shall be of the essence in the performance of this Task Order.**

All services are subject to acceptance by the Authority. All required supporting documentation to be included with Invoice Applications for Payment including a copy of the fully executed Task Order.

Except as may be modified herein, all other contract terms and conditions are unchanged.

This Task Order is accepted and agreed by authorized representatives of the parties as indicated below:

 Company Name

Burbank-Glendale-Pasadena Airport Authority

 Company Name

 Authorized Signature

 Authorized Signature

 Name

 Name

 Title

 Title

 Date

 Date

EXHIBIT D
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.

A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.

D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.

2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:

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

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

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

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

E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

4. Consultant shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of

subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

EXHIBIT E
Non-AIP Project Federal Requirements

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

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

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

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

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

Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.