



April 16, 2026

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, April 20, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial in: (818) 862-3332

The meeting may also be viewed through the Authority's website:

<https://www.hollywoodburbankairport.com/airport-authority/commission-meeting-videos/>

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

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of April 20, 2026

9:00 A.M.

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



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

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



The following activities are prohibited:

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



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



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

AGENDA

Monday, April 20, 2026

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
 - a. Committee Minutes
(For Note and File)
 - 1) Finance and Administration Committee
 - (i) March 23, 2026 **[See page 1]**
 - (ii) March 16, 2026 **[See page 2]**
 - 2) Legal, Government and Environmental Affairs Committee
 - (i) March 16, 2026 **[See page 5]**
 - b. Commission Minutes
 - 1) April 6, 2026 **[See page 7]**
 - c. Treasurer's Report
 - 1) January 2026 **[See page 13]**
 - d. Month-to-Month Lease Template
Replacement Passenger Terminal **[See page 39]**
 - e. Third Amendment to Lease Agreement
HERC Rentals, Inc. **[See page 43]**
 - f. Access Agreement
BUR Fuel Company, LLC **[See page 56]**
 - g. Airport Model Compensation Agreement **[See page 59]**

6. ITEMS FOR COMMISSION APPROVAL

- a. EMT Certification / Recertification, Continuing Education, and Quality Improvement / Assurance Care Professional Services Agreement – Superior Life Support, Inc, **[See page 62]**
- b. Professional Services Agreement Geosyntec Consultants, Inc. **[See page 65]**
- c. Replacement Passenger Terminal Program Manager Jacobs Project Management Company Contract Amendment and Task Order Authorization **[See page 68]**

7. CLOSED SESSION

- a. PUBLIC EMPLOYMENT
(California Government Code Section 54957(b))
Title: Executive Director

8. ITEMS PULLED FOR DISCUSSION

9. EXECUTIVE DIRECTOR COMMENTS

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

11. PUBLIC COMMENT

12. ADJOURNMENT: To May 4, 2026, for the next regularly scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority, 2627 N Hollywood Way, Skyroom

COMMISSION NEWSLETTER

Monday, April 20, 2026

[Regarding agenda items]

5. CONSENT CALENDAR

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

- a. COMMITTEE MINUTES. A copy of the approved minutes of the Finance and Administration Committee meetings of March 23, 2026, and March 16, 2026; and an approved copy of minutes of the March 16, 2026, Legal, Government and Environmental Affairs Committee are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the April 6, 2026, meeting Commission minutes are included in the agenda packet for review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for January 2026 is included in the agenda packet. At its meeting on April 6, 2026, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file this report.
- d. MONTH-TO-MONTH LEASE TEMPLATE – REPLACEMENT PASSENGER TERMINAL. A staff report is included in the agenda packet. At its meeting on April 6, 2026, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission: (i) approve a Month-to-Month Office Lease ("MTM Lease") template for the Replacement Passenger Terminal; and (ii) authorize the Executive Director to execute the MTM Lease with each tenant, substantially in the form of this template, with such modifications that, in the Executive Director's judgment, are appropriate for the particular leased space and do not have a material negative financial impact on the Authority, and with clerical revisions deemed necessary or appropriate by Authority General Counsel.
- e. THIRD AMENDMENT TO LEASE AGREEMENT – HERC RENTALS, INC. A staff report is included in the agenda packet. At its meeting on April 6, 2026, the Finance and Administration Committee voted (3-0) to recommend that the Commission approve of the Third Amendment ("Amendment") to the January 17, 2006 Lease Agreement ("Lease") between Herc Rentals, Inc. ("HERC") and the Authority to extend the Lease for a period of five years, with one option to extend for an additional five years. As part of this Amendment, HERC is required to construct and install a block wall along a portion of its leasehold perimeter. The Lease extension is contingent upon HERC receiving a building permit for the block wall no later than August 1, 2026.
- f. ACCESS AGREEMENT – BUR FUEL COMPANY, LLC. A staff report is included in the agenda packet. At its meeting on April 6, 2026, the Finance and Administration Committee voted (3-0) to recommend that the Commission approve a proposed Access Agreement ("Agreement") with BUR Fuel Company, LLC ("BUR Fuel") for

BUR Fuel's temporary access and use of the Authority's property for the purpose of performing geotechnical and surveying services in connection with the evaluation of the Fuel Farm Expansion Project.

- g. AIRPORT MODEL COMPENSATION AGREEMENT. A staff report is included in the agenda packet. Staff recommends that the Commission authorize the Executive Director to execute an Airport Model Compensation Agreement ("Agreement") with three Glendale Community College architecture students for providing the Authority with copyright and other intellectual property rights in a 3D model of the Replacement Passenger Terminal that has been donated to the Authority. The proposed Agreement is in the amount of \$4,500 and will provide for a \$1,500 payment to each of the students.

6. ITEMS FOR COMMISSION APPROVAL

- a. EMT CERTIFICATION / RECERTIFICATION, CONTINUING EDUCATION AND QUALITY IMPROVEMENT / ASSURANCE CARE PROFESSIONAL SERVICES AGREEMENT – SUPERIOR LIFE SUPPORT, INC. A staff report is included in the agenda packet. Subject to the recommendation of the Operations and Development Committee at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award a Professional Services Agreement ("Agreement") with Superior Life Support, Inc. for emergency medical technician certification / recertification, continuing education, and quality improvement / assurance care services. The Agreement is for an initial three-year period with two one-year extension options.

The Agreement will be for a total not-to-exceed amount of \$87,324, with yearly not-to-exceed amounts of \$28,226, \$29,099, and \$29,999, respectively, for the initial contract period, and \$30,899 and \$31,826 for each extension option, if exercised.

- b. PROFESSIONAL SERVICES AGREEMENT – GEOSYNTEC CONSULTANTS, INC. A staff report is included in the agenda packet. Subject to the recommendation of the Legal, Government and Environmental Affairs Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement to Geosyntec Consultants, Inc., in the amount of \$607,831. Additionally, Staff seeks an approximate 10% contingency of \$60,000 for unforeseen circumstances for a total of \$667,831.

These services are being requested to support the continued investigation of per- and polyfluoroalkyl substance ("PFAS") required by Order No. R4-2025-0159 ("Order") received on November 7, 2025, from the California Regional Water Quality Control Board, Los Angeles Region. The Order requires the Authority to prepare and submit additional technical reports for the presence of PFAS in shallow and deep soils, as well as to conduct stormwater sampling.

- c. REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER JACOBS PROJECT MANAGEMENT COMPANY TASK ORDER AUTHORIZATION. A staff report is included in the agenda packet. At its meeting on April 6, 2026, the Finance and Administration Committee voted (3-0) to recommend that the Commission authorize Task Order No. 6 in the amount of \$7,859,872 with Jacobs Project Management Co. ("Jacobs") for Replacement Passenger Terminal Project program management services.

In addition, Staff is requesting approval of a proposed Amendment No. 1 to Jacob's contract to change the expiration date from May 11, 2027, to May 1, 2028, and to increase the contract limit from \$42 million to \$47 million. These changes are to align with the anticipated duration of the demolition of the legacy facility, additional services, and project close out.

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

MONDAY, MARCH 23, 2026

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 12:05 p.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Ovrom and Quintero

Absent: None

Also Present: Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; David Kwon, Deputy Executive Director, Finance and Administration

2. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

3. Public Comment

There were no public comments.

4. Items for Discussion

a. FY 2027 Budget Development

Staff reviewed with the Committee the proposed FY 2027 staffing program, additional position recommendations and provided an overview of noteworthy issues pertaining to the budget development.

5. Adjournment

The meeting was adjourned at 1:19 p.m.

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

MONDAY, MARCH 16, 2026

A regular meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:15 a.m., by Commissioner Wilson.

1. ROLL CALL

Present: Commissioners Wilson, Ovrom and Quintero

Absent: None

Also Present: Staff: John Hatanaka, Executive Director; Kathy David, Senior Deputy Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Madeleine Zavala, Senior Manager, Business & Properties

Ron Stahl, Senior Portfolio Manager, Columbia Threadneedle Investments

2. Staff Announcement: AB 23

The Executive Director announced that, as a result of the convening of this meeting of the Finance and Administration Committee, each Committee member in attendance is entitled to receive and shall be provided \$200.

3. Approval of Agenda

The agenda was approved as presented.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3-0).

4. Public Comment

There were no public comments.

5. Approval of Minutes

a. February 17, 2026

A draft copy of the minutes of the meeting of February 17, 2026, was included in the agenda packet for review.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The minutes were approved (3-0).

Staff requested that Item 8.a. be taken out of order. Commissioner Wilson confirmed this request.

8. Items for Discussion

a. CMIA Quarterly Report (October 1, 2025 – December 31, 2025)

Staff introduced Ron Stahl of Columbia Threadneedle Investments, the Authority's investment advisor, who participated via teleconference.

Mr. Stahl presented a quarterly update on the status of the Authority's Operating and Passenger Facility Charge Investment portfolios from October 1, 2025 – December 31, 2025.

Motion

Commissioner Ovrom moved approval to recommend that the Commission note and file this report; seconded by Commissioner Quintero.

Motion Approved

The motion was approved (3–0).

6. Treasurer's Reports

1) December 2025 2) November 2025

The Committee reviewed the December 2025 and November 2025 Treasurer's Reports.

Motion

Commissioner Quintero moved approval to note and file the Treasurer's Reports; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (3–0).

Staff requested that Item 8.b. be discussed at the upcoming special meeting of the Finance and Administration Committee on March 23, 2026. Commissioner Wilson approved of this request.

Additionally, Staff requested that Item 7.b. be taken out of order. This request was also approved.

7. Items for Approval

b. Luggage Cart Concession and Lease Agreement – Smarte Carte, Inc.

Staff presented to the Committee for recommendation to the Commission for approval of a Luggage Cart Concession and Lease Agreement with Smarte Carte, Inc., for the installation, operation and management of a luggage cart rental operation at the Replacement Passenger Terminal.

Smarte Carte has been the rental luggage cart operator at the Airport since 1996. The proposed Agreement is for five years with one, five-year extension option, subject to the written approval of the Executive Director.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was unanimously approved (3–0).

a. Resolution and Financing Documents for 2026 Bonds

At its meeting on March 16, 2026, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission adopt Proposed Resolution No. 521 for (i) the issuance of 2026 Bonds; (ii) approve forms of certain documents relating to the issuance of the 2026 Bonds; and (iii) authorize the execution of documents for the 2026 Bonds and other related actions.

The estimate for the 2026 Bonds will be impacted by the amount of CP Notes issued before the sale date of the 2026 Bonds. The Authority will issue the CP Notes based on cash flow considerations and upcoming RPT Project contract invoices. Various factors, including market conditions at the time of the pricing of the 2026 Bonds, may also affect the actual amount of the CP Notes to be left outstanding.

Motion

Commissioner Ovrom moved approval; seconded by Commissioner Quintero.

Motion Approved

The motion was unanimously approved (3–0).

9. Items for Information

a. Committee Pending Items

Staff reviewed future items to be presented to the Committee.

10. Adjournment

The meeting was adjourned at 12:03 p.m.

Adjournment: To April 6, 2026, for the next scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority Finance and Administration Committee – 2627 Hollywood Way, SkyRoom.

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

MONDAY, MARCH 16, 2026

A regular meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:40 a.m., by Commissioner Gabel-Luddy.

1. ROLL CALL

Present: Commissioners Gabel-Luddy, Najarian, and Lyon (arrived at 8:43 a.m.)

Absent: None

Also Present: Patrick Lammerding, Deputy Executive Director, Operations, Security, and SMS; Greg Rabinovitz, Chief of Staff; Maggie Martinez, Director, Noise and Environmental Affairs

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

2. Approval of Agenda

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

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

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. February 17, 2026

The agenda packet included a draft copy of the February 17, 2026, special Committee meeting minutes for review and approval.

Motion Commissioner Najarian moved approval of the minutes; seconded by Commissioner Gabel-Luddy.

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

5. Items for Approval

- a. Annual CPI Adjustments to Noise Fine** In accordance with the annual adjustment of noise violation fines required by Resolution No. 382, Staff sought a Legal, Government and Environmental Affairs Committee recommendation to the Commission to authorize an increase to the noise fines associated with certain restricted operations as detailed in Airport Noise Rules 8 and 9.

Motion

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

Motion Approved

The motion was approved (3–0)

6. Items for Discussion

- a. Advanced Air Mobility (AAM) Integration Pilot Program (eIPP) Letter Review**

Staff presented for discussion a draft letter of commitment in response to a request from the County of Ventura Department of Airports for the inclusion of the Hollywood Burbank Airport in their proposed submittal to the Federal Aviation Administration's Electric Vertical Take-Off and Landing Integration Pilot Program.

The Committee voted in favor of the proposed letter of commitment with continued updates.

Motion

Commissioner Najarian moved approval; seconded by Commissioner Lyon.

Motion Approved

The motion was approved (3–0)

- b. Committee Pending Items**

This item was not discussed.

7. Adjournment

The meeting was adjourned at 8:53 a.m.

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

MONDAY, APRIL 6, 2026

1. A regular meeting of the Burbank-Glendale-Pasadena Airport Authority was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:04 a.m., by Vice President Hampton.

2. ROLL CALL

Present: Commissioners Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson

Absent: Talamantes, Gabel-Luddy, Asatryan

Also Present: Staff: John Hatanaka, Executive Director; David Kwon, Deputy Executive Director, Finance and Administration; Patrick Lammerding, Deputy Executive Director, Operations, Security and SMS; Ed Skvarna, Director of Public Safety/Chief of Police; Lewis Pianka, Airport Fire Chief; Greg Rabinovitz, Chief of Staff

Louis Choi, Public Resource Advisory Group

3. PLEDGE OF ALLEGIANCE

Commissioner Ovrom led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

The agenda was approved as presented.

Motion

Commissioner Quintero moved approval of the agenda; seconded by Commissioner Lyon.

Motion Approved

The motion was approved (6–0, 3 absent).

AYES: Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson

NOES: None

ABSENT: Talamantes, Asatryan, Gabel-Luddy

Staff requested that Item Nos. 8.a. and 8.b. be taken out of order. The Vice President agreed with this request.

8. ITEMS FOR COMMISSION INFORMATION

- a. Airport Police Officer of the Year Award** Officer Christopher Cabral was selected as the Airport Police Officer of the Year for his positive and service-oriented attitude and his willingness to help wherever needed. Officer Cabral frequently serves as an Acting Watch Commander and Range Safety Officer. Our congratulations go out to Officer Cabral.
- b. Airport Firefighter of the Year Awards** This year three firefighters were selected to receive the Airport Firefighter of the Year awards. Firefighters Eric Wagner, Fitzgerald Pajaro and Michael Durbin were recognized for their dedication and service with providing Airport Rescue and Firefighting services to the fixed and rotary wing firefighting aircraft battling the extraordinary fire events of January 2025 in the Eaton/Altadena and Pacific Palisades fires. Our congratulations to Firefighters Wagner, Pajaro and Durbin.

5. 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.) Laura Ioanu, Burbank

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.)

a. Committee Minutes (For Note and File)

1) Executive Committee

- (i) March 4, 2026** Approved minutes of the March 4, 2026, Executive Committee meeting were included in the agenda packet for information purposes.

2) Finance and Administration Committee

- (i) February 17, 2026** Approved minutes of the February 17, 2026, Finance and Administration Committee special meeting were included in the agenda packet for information purposes.

3) Legal, Government and Environmental Affairs Committee

(i) February 17, 2026

Approved minutes of the February 17, 2026, Legal, Government and Environmental Affairs Committee special meeting were included in the agenda packet for information purposes.

b. Commission Minutes

1) March 16, 2026

A draft copy of the minutes of the Commission meeting of March 16, 2026, was included in the agenda packet for review and approval.

c. Annual Review and Adjustment of Noise Violation Fines

In accordance with the annual adjustment of noise violation fines required by Resolution No. 382, at its meeting on March 16, 2026, the Legal, Government and Environmental Affairs Committee voted (3–0) to recommend that the Commission authorize an increase to the noise fines associated with certain restricted operations as detailed in Airport Noise Rules 8 and 9.

d. Electrical Vertical Take-Off and Landing Integration Pilot Program Letter of Commitment

At its meeting on March 16, 2026, the Legal, Government, and Environmental Affairs Committee voted unanimously (3-0) to recommend to the Commission the signing of the letter of commitment to participate in an application to be submitted by the County of Ventura Department of Airports for the Federal Aviation Administration's (FAA) Electric Vertical Take-off and Landing Integration Pilot Program.

e. Treasurer's Report

1) December 2025

2) November 2025

At its meeting on March 16, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission notes and file these reports.

f. Luggage Cart Concession and Lease Agreement – Smarte Carte, Inc.

At its meeting on March 16, 2026, the Finance and Administration Committee voted unanimously (3–0) to recommend that the Commission approve a proposed Luggage Cart Concession and Lease Agreement with Smarte Carte, Inc., for the installation, operation and management of a luggage cart rental operation at the Replacement Passenger Terminal.

g. Reclassification and Upgrade of Vacant Personnel Position – Air Service and Communications Department

At its meeting on March 16, 2026, the Finance and Administration Committee voted unanimously (3-0) to recommend to the Commission the immediate reclassification of a currently vacant position in the Air Service and Communications Department to allow for the immediate search for a Manager, Guest Experience, to support the transition to the Replacement Passenger Terminal.

Motion

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

Motion Approved

The motion was approved (6–0, 3 absent).

AYES: Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson

NOES: None

ABSENT: Talamantes, Asatryan, Gabel-Luddy

6. ITEMS FOR COMMISSION APPROVAL

a. Resolution and Financing Documents for 2026 Bonds

At its meeting on March 16, 2026, the Finance and Administration Committee voted (3–0) to recommend that the Commission adopt Resolution No. 521 to (i) authorize the issuance of bonds; (ii) approve forms of certain documents relating to the issuance of the 2026 Bonds; and (iii) authorize the execution of documents for the 2026 Bonds and other related actions.

Motion

Commissioner Quintero moved approval; seconded by Commissioner Ovrom.

Motion Approved

The motion was approved (6–0, 3 absent).

AYES: Hampton, Quintero, Najarian, Ovrom, Lyon, Wilson

NOES: None

ABSENT: Talamantes, Asatryan, Gabel-Luddy

b. Pre-Authorization of Security Checkpoint Equipment Transportation

At its meeting on April 1, 2026, the Executive Committee voted (2–0, 1 absent) to recommend that the Commission approve to pre-authorize execution of a contract with the Transportation Security Administration (“TSA”) authorized service provider that is the lowest bidder for the transportation and installation of security screening checkpoint equipment at the Replacement Passenger Terminal (“RPT”). Most of this equipment is located at the TSA Logistics Center in Dallas, Texas. The cost of this contract will be determined by the bid results but are not expected to exceed \$2,271,500, which includes a 10% contingency for unforeseen circumstances.

Staff seeks this authorization in advance of receiving bids to be able to immediately execute a contract with the lowest bidder that is able to meet the delivery and installation timetable for the opening of the RPT.

Motion

Commissioner Wilson moved approval, seconded by Commissioner Quintero.

Motion Approved

The motion was approved (6–0, 3 absent).

AYES: Hampton, Quintero, Najarian, Ovrrom, Lyon, Wilson

NOES: None

ABSENT: Talamantes, Asatryan, Gabel-Luddy

7. ITEMS FOR COMMISSION INFORMATION

a. Airport History Book Update

The Airport History Book Ad Hoc Committee, coordinating publication of the official book on the Airport’s history, referred three items to the Commission for its consideration. The three items are: book title, publication options, and marketing. The book’s author, Martin Cooper gave a status report.

The Commission announced it would delay making a decision on the three items mention until the full Commission was available to vote.

8. ITEMS FOR COMMISSION INFORMATION (Continued)

c. Website Information Video: Safety at Hollywood Burbank Airport

At the request of Commission President Talamantes, Staff presented a video which is currently posted on the Authority’s website, “Safety at Hollywood Burbank Airport.” Staff then commented on recent news reports involving matters related to aviation safety.

d. Replacement Passenger Terminal Project Construction Update

Jacobs Project Management provided an update on the progress of the construction of the Replacement Passenger Terminal Project. Also, at the request of Commissioner Ovrom, Jacobs briefly reviewed the Transit Mode Access as previously presented in December 2025.

8. CLOSED SESSION

Due to the absence of several members of the Commission, Closed Session will be discussed at the next regularly scheduled meeting.

9. ITEMS PULLED FOR DISCUSSION - None

10. EXECUTIVE DIRECTOR COMMENTS

- Updated the Commission on status of the government shutdown indicating the Airport was able to raise funds to assist the TSA employees and concessionaires donated meals;
- A traffic advisory will take place from April 6 – June 6 on Hollywood Way due to ongoing construction of the Replacement Passenger Terminal.

11. COMMISSIONER COMMENTS

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

12. PUBLIC COMMENT - None

13. ADJOURNMENT

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

Adjournment: To April 20, 2026, for the next scheduled meeting of the Burbank-Glendale-Pasadena Airport Authority – 2627 Hollywood Way, SkyRoom.

Jess A. Talamantes, President	Frank Quintero, Secretary
Date	Date



April 20, 2026

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

Dear Commissioners:

The attached report, covering the month of January 2026, fulfills the legal requirements of the California Code and our Investment Policy. Based on projected income and expenses, as well as investment liquidity, there will be sufficient funds available to meet the needs of the Airport Authority for the six month period following the date of the attached report.

Sincerely,

[To be signed]

Tyron Hampton
Treasurer

Attachments

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE SUMMARY
MONTH AND SEVEN MONTHS ENDED JANUARY 31, 2026

Introduction:

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

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

Passenger Activity:

Passenger activity decreased by 9.16% FYTD January when compared to the same period last year, primarily due to a reduction in air service. When compared to the budget assumption FYTD January, passenger activity was unfavorable by 3.71%. However, overall financial performance FYTD January remains positive to budget.

Operating Activities:

- 1) Operating revenues exceed the FYTD January budget by \$1,611,709 on the cash basis and \$2,253,170 on the full accrual basis.
- 2) Operating expenses are within budgeted parameters.
- 3) Net increase in cash from operating activities FYTD January is \$11,898,460 and positive to budget by \$5,710,521.

Non-RPT Facility Improvement Program:

- 1) Payments related to the Runway/Taxiway Shoulder Rehabilitation project comprised the majority of January's non-RPT capital cash disbursements.
- 2) There were no PFC or federal grant drawdowns in the month of January for non-RPT projects.

RPT Activities:

- 1) Payments of \$52,713,719 and \$971,006 were made in January to HPTJV, including retention payment to respective escrow account, and Jacobs, respectively.
- 2) FAA grants and 2024 Bond draws for eligible RPT expenditures of \$72,880,950 were received in January. There were no PFC drawdowns in the month of January for eligible RPT expenditures.
- 3) The majority of FYTD January expenditures are related to Holder Pankow JV, Jacobs Project Management Co. and the City of Burbank Water and Power Aid-In-Construction payments for the community substation, totaling \$377,162,960, or 99% of the total FYTD January RPT expenditures.
- 4) On a cash basis, expenditures are below budget due to the timing of when invoices are received and paid. Overall, the RPT project is on budget and on schedule.

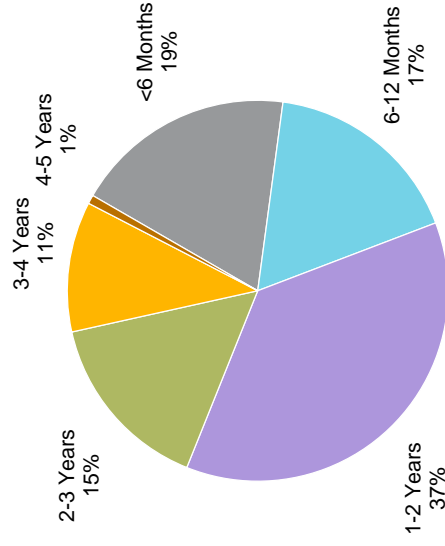
Summary:

January 2026 activities resulted in a net cash increase of \$18,415,999 for the month and a net decrease of \$25,568,055 FYTD January, primarily due to the timing of cash disbursements and reimbursements related to the RPT project. Overall FYTD January cash flows remain positive to budget by \$14,822,202.

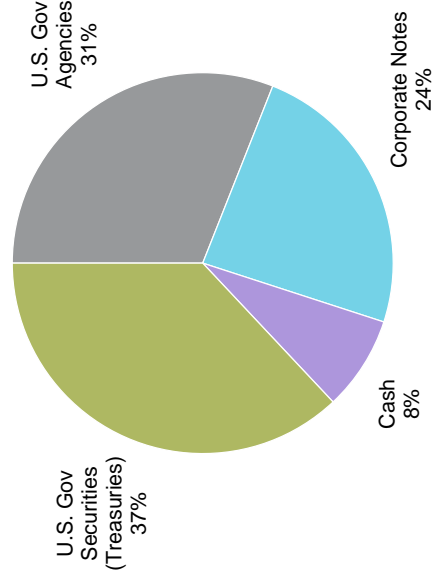
Operating Portfolio investment guidelines conformance As of January 31, 2026

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.96 Years	70%	31%
Corporate Notes	5 Years	4.21 Years	30%	24%
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	3.17 Years	No limit	37%

Maturity distribution



Sector allocation



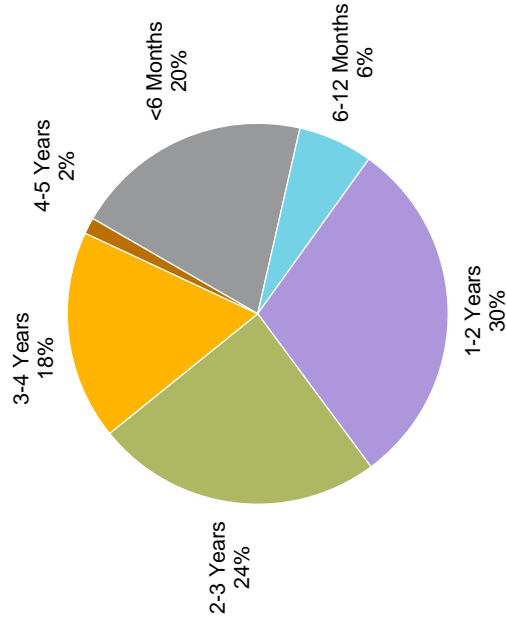
Source: Aladdin
There is no guarantee that the investment objective will be achieved or that return expectations will be met.

PFC Portfolio investment guidelines conformance

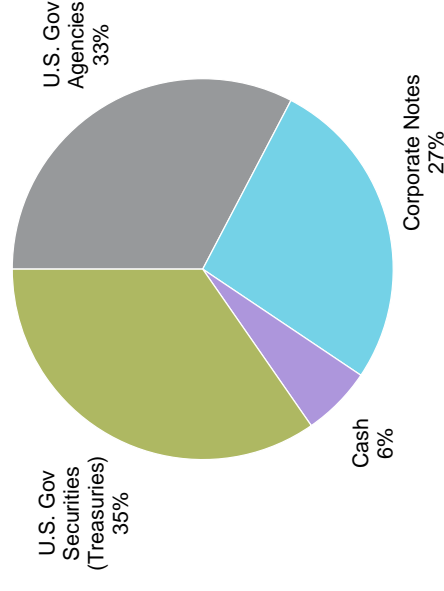
As of January 31, 2026

	Legal max maturity	Actual max maturity	Policy maximum	Policy actual
U.S. Gov Agencies	5 Years	3.63 Years	70%	33%
Corporate Notes	5 Years	4.21 Years	30%	27%
LAIF	N/A	N/A	\$20mil	N/A
Bankers Acceptance	6 Months	N/A	15%	N/A
Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Non-Negotiable Certificates of Deposit	5 Years	N/A	15%	N/A
Commercial Paper	270 Days	N/A	15%	N/A
Repurchase Agreements	1 Year	N/A	10%	N/A
Money Market Fund	N/A	N/A	15%	6%
U.S. Gov Securities (Treasuries)	5 Years	2.75 Years	No limit	35%

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 01/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/31/26	Dreyfus Treasury	BAX9MM47	0.000	01/31/26	01/31/26	\$ 19,448,641	\$ 19,448,641	100.00	\$ 19,448,641	-	3.66%	0	7.50%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/26	2,750,000	2,466,041	100.00	2,750,000	283,959	4.32%	4	1.06%
12/23/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	10,000,000	9,073,164	99.75	9,974,609	901,445	3.67%	28	3.85%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	3,900,000	3,541,043	99.74	3,889,982	348,939	3.60%	33	1.50%
08/30/21	Prudential Financial Inc	74432QC6	1.500	03/10/26	03/10/26	1,975,000	1,990,956	99.76	1,970,178	(20,778)	3.68%	38	0.76%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	7,250,000	7,189,318	100.05	7,253,490	64,172	3.66%	41	2.80%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	1,500,000	1,470,312	99.93	1,498,964	28,652	4.11%	60	0.58%
03/31/25	US Bank NA	90331HPP2	4.510	10/22/27	04/22/26	2,600,000	2,597,087	100.42	2,610,885	13,798	4.17%	81	1.01%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	1,625,000	1,672,301	99.68	1,619,786	(52,515)	3.86%	90	0.62%
09/10/24	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/26	2,550,000	2,594,449	101.52	2,588,701	(5,748)	4.09%	172	1.00%
09/13/21	FHLB	3130A8XY4	1.880	09/11/26	09/11/26	1,000,000	1,051,761	98.95	989,455	(62,306)	3.62%	223	0.38%
01/07/25	FHLB	3130AWTQ3	4.630	09/11/26	09/11/26	3,250,000	3,266,283	100.56	3,268,051	1,768	3.70%	223	1.26%
12/17/24	FHLB	3130A2VE3	3.000	09/11/26	09/11/26	6,000,000	5,883,818	99.58	5,974,698	90,880	3.70%	223	2.30%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	1,225,000	1,140,325	99.03	1,213,074	72,749	3.84%	227	0.47%
03/01/23	PepsiCo Inc	713448DN5	2.380	10/06/26	10/06/26	1,100,000	1,012,440	99.06	1,089,701	77,261	3.77%	248	0.42%
07/15/25	Treasury Note	91282CLS8	4.130	10/31/26	10/31/26	4,000,000	4,001,563	100.34	4,013,750	12,187	3.65%	273	1.55%
02/09/23	Treasury Note	91282U24	2.000	11/15/26	11/15/26	10,000,000	9,353,945	98.76	9,876,172	522,227	3.60%	288	3.81%
06/28/23	Duke Energy Carolinas	26442CAS3	2.950	12/01/26	12/01/26	1,000,000	944,820	99.35	993,483	48,663	3.75%	304	0.38%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	3,800,000	3,910,846	98.76	3,752,890	(157,956)	3.59%	314	1.45%
06/30/25	Treasury Note	91282CME8	4.250	12/31/26	12/31/26	10,000,000	10,057,813	100.60	10,060,156	2,343	3.57%	334	3.88%
03/17/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	600,000	599,436	100.49	602,952	3,516	3.54%	403	0.23%
01/31/23	Treasury Note	91282ZE3	0.630	03/31/27	03/31/27	10,000,000	8,842,266	96.71	9,671,484	829,218	3.53%	424	3.73%
05/11/23	Chevron Corp	166764BX7	2.300	05/11/27	05/11/27	2,125,000	1,963,472	97.99	2,082,349	118,877	3.61%	465	0.80%
03/15/23	Treasury Note	91282ZV5	0.500	06/30/27	06/30/27	10,000,000	8,761,016	95.87	9,586,719	825,703	3.51%	515	3.70%
09/10/24	Honeywell International Inc	438516CX2	4.650	07/30/27	07/30/27	2,000,000	2,044,680	101.24	2,024,842	(19,838)	3.79%	545	0.78%
09/11/24	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	2,100,000	2,047,647	98.96	2,078,129	30,482	3.55%	557	0.80%
09/10/24	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	2,050,000	2,033,992	99.84	2,046,659	12,667	3.61%	561	0.79%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	7,630,000	7,637,935	100.08	7,635,766	(2,169)	3.57%	573	2.95%
09/11/24	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	1,550,000	1,543,521	99.98	1,549,695	6,174	3.76%	578	0.60%
09/10/24	FNMA	3135G0Y5	0.750	10/08/27	10/08/27	10,800,000	9,946,364	95.45	10,308,654	362,290	3.55%	615	3.98%
02/15/23	UnitedHealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	2,100,000	1,960,394	98.60	2,070,542	110,148	3.80%	622	0.80%
11/07/25	FFCB	3133ETM95	3.380	10/27/27	10/27/27	2,750,000	2,740,788	99.66	2,740,655	(133)	3.58%	634	1.06%
09/17/24	Treasury Note	91282CAU5	0.500	10/31/27	10/31/27	10,000,000	9,128,184	94.93	9,493,359	365,175	3.51%	638	3.66%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	1,950,000	1,876,427	98.28	1,916,507	40,080	3.62%	653	0.74%

Burbank-Glendale-Pasadena Airport Authority - Operating Account
Statement of Investments
As of 01/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
12/17/24	Treasury Note	91282CLX7	4.130	11/15/27	11/15/27	10,000,000	9,972,656	101.00	10,099,609	126,953	3.54%	653	3.90%
09/17/24	FHLB	3130ATUS4	4.250	12/10/27	12/10/27	9,055,000	9,143,342	101.19	9,162,825	19,483	3.58%	678	3.53%
01/22/25	PNC Bank NA	69353RFJ2	3.250	01/22/28	01/22/28	2,000,000	1,917,900	98.96	1,979,132	61,232	3.80%	721	0.76%
02/12/25	FFCB	3133ERZ46	4.250	01/28/28	01/28/28	7,100,000	7,065,127	101.24	7,188,039	122,912	3.60%	727	2.77%
09/11/24	PepsiCo Inc	713448FL7	3.600	02/18/28	02/18/28	1,000,000	994,150	99.79	997,927	3,777	3.71%	748	0.38%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	2,000,000	2,002,080	101.21	2,024,220	22,140	3.79%	762	0.78%
11/07/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	1,500,000	1,531,335	101.78	1,526,694	(4,641)	3.62%	769	0.59%
04/01/25	Florida Power & Light Company	341081GK7	5.050	04/01/28	04/01/28	1,200,000	1,224,312	102.50	1,230,003	5,691	3.84%	791	0.47%
12/17/24	Treasury Note	91282CBZ3	1.250	04/30/28	04/30/28	10,000,000	9,070,313	95.07	9,507,031	436,718	3.55%	820	3.67%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	1,900,000	1,747,582	94.61	1,797,630	50,048	3.76%	840	0.69%
12/17/24	Treasury Note	91282CCR0	1.000	07/31/28	07/31/28	10,000,000	8,919,207	93.91	9,391,406	472,199	3.56%	912	3.62%
09/10/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	2,600,000	2,754,524	104.68	2,721,763	(32,761)	3.93%	972	1.05%
04/24/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	5,000,000	4,599,023	94.25	4,712,500	113,477	3.59%	1004	1.82%
09/10/24	AbbVie Inc	00287YBF5	4.250	11/14/28	11/14/28	2,000,000	2,027,680	101.00	2,020,010	(7,670)	3.87%	1018	0.78%
02/11/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	2,300,000	2,081,981	95.00	2,185,045	103,064	3.76%	1044	0.84%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	1,475,000	1,502,922	102.56	1,512,720	9,798	3.96%	1122	0.58%
02/25/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	2,000,000	1,938,480	99.33	1,986,566	48,086	3.93%	1125	0.77%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	2,100,000	2,034,585	98.96	2,078,070	43,485	3.81%	1139	0.80%
09/17/24	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	2,000,000	1,964,920	98.30	1,965,971	1,051	3.94%	1170	0.76%
01/21/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	1,550,000	1,560,680	102.92	1,595,242	34,562	4.04%	1200	0.62%
04/29/25	FNMA Benchmark Note	24422EXT1	6.250	05/15/29	05/15/29	5,750,000	6,288,229	108.02	6,210,910	(77,319)	3.64%	1200	2.40%
11/13/25	John Deere Capital Corp	171239AL0	4.850	06/11/29	06/11/29	2,000,000	2,054,499	102.81	2,056,269	1,770	3.95%	1227	0.79%
03/17/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	2,000,000	2,007,139	102.29	2,045,767	38,628	3.95%	1292	0.79%
03/06/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	2,300,000	2,129,477	95.67	2,200,314	70,837	3.76%	1293	0.85%
04/14/25	FHLMC Reference Note	313443U46	6.750	09/15/29	09/15/29	7,300,000	8,097,393	110.25	8,048,417	(48,976)	3.70%	1323	3.10%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	2,000,000	1,832,819	94.66	1,893,290	60,471	4.09%	1535	0.73%
	Subtotal					\$ 258,788,641	\$ 250,255,403		\$ 256,782,348	\$ 6,526,945	3.66%	553	99.06%
	Local Agency Investment Fund (LAIF)					2,425,512	2,425,512	100.22	2,430,804	5,292	3.93%	244	0.94%
	Subtotal					\$ 261,184,154	\$ 252,680,915		\$ 259,213,152	\$ 6,532,237	3.66%	550	100.00%
	Operating Bank Balance					29,083,781							
	TOTAL					\$ 281,764,696							

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

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
FIXED INCOME											
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	29,203.09	31,666.00	-	-	2,462.91	-	2,462.91
FHLB	NOTE	3130AKQX7	0.700	01/28/26	5,206.25	6,125.00	-	-	918.75	-	918.75
Treasury Note	NOTE	91282CBG3	0.500	02/28/26	16,988.95	-	-	21,270.72	4,281.77	27,765.46	32,047.23
FHLB	NOTE	3130ALHH0	0.960	03/05/26	12,064.00	-	-	15,184.00	3,120.00	9,572.19	12,692.19
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	9,134.38	-	-	11,603.13	2,468.75	(185.28)	2,283.47
FHLB	NOTE	3130AUU36	4.130	03/13/26	89,718.75	-	-	114,640.63	24,921.88	1,651.97	26,573.85
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	14,062.50	-	-	18,750.00	4,687.50	873.02	5,560.52
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	7,041.67	-	-	10,562.50	3,520.83	(841.90)	2,678.93
FHLB	NOTE	3130A8XY4	1.880	09/11/26	5,729.17	-	-	7,291.67	1,562.50	(864.12)	698.38
FHLB	NOTE	3130AWTQ3	4.630	09/11/26	45,928.82	-	-	58,454.86	12,526.04	(810.07)	11,715.97
FHLB	NOTE	3130A2VE3	3.000	09/11/26	55,000.00	-	-	70,000.00	15,000.00	5,846.01	20,846.01
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	8,115.63	-	-	10,412.50	2,296.87	2,122.83	4,419.70
PepsiCo Inc	NOTE	713448DN5	2.380	10/06/26	6,168.40	-	-	8,345.49	2,177.09	2,031.55	4,208.64
Treasury Note	NOTE	91282CLS8	4.130	10/31/26	28,259.67	-	-	42,389.50	14,129.83	(102.62)	14,027.21
Treasury Note	NOTE	912828U24	2.000	11/15/26	25,966.85	-	-	43,093.92	17,127.07	15,173.30	32,300.37
Duke Energy Carolinas	NOTE	26442CAS3	2.950	12/01/26	2,458.33	-	-	4,916.67	2,458.34	1,344.76	3,803.10
FHLB	NOTE	3130A9YY1	2.130	12/11/26	4,486.11	-	-	11,215.28	6,729.17	(1,881.94)	4,847.23
Treasury Note	NOTE	91282CME8	4.250	12/31/26	2,335.16	-	-	37,569.06	35,233.90	(3,270.42)	31,963.48
FHLB	NOTE	3130B5K64	4.000	03/10/27	7,400.00	-	-	9,400.00	2,000.00	23.76	2,023.76
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	11,678.33	-	-	14,061.67	2,383.34	6,237.20	8,620.54
Treasury Note	NOTE	91282ZE3	0.630	03/31/27	15,968.41	-	-	21,291.21	5,322.80	24,443.73	29,766.53
Chevron Corp	NOTE	166764BX7	2.300	05/11/27	5,888.02	-	-	9,420.83	3,532.81	3,477.14	7,009.95
Treasury Note	NOTE	91282ZV5	0.500	06/30/27	138.12	-	-	4,419.89	4,281.77	25,052.17	29,333.94
Honeywell International Inc	NOTE	438516CX2	4.650	07/30/27	39,008.33	46,500.00	-	258.33	7,750.00	(1,290.09)	6,459.91
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	23,275.00	-	-	28,262.50	4,987.50	1,497.23	6,484.73
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	27,105.56	-	-	33,084.72	5,979.16	455.71	6,434.87
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	95,269.03	-	-	118,317.99	23,048.96	(367.94)	22,681.02
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	19,675.00	-	-	24,218.75	4,843.75	181.82	5,025.57
FNMA	NOTE	3135G05V5	0.750	10/08/27	18,675.00	-	-	25,425.00	6,750.00	23,133.76	29,883.76
UnitedHealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	13,078.33	-	-	18,240.83	5,162.50	2,598.28	7,760.78
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	22,459.88	-	-	32,225.05	9,765.17	95.27	9,860.44
FFCB	NOTE	3133ETM95	3.380	10/27/27	16,500.00	-	-	24,234.38	7,734.38	390.91	8,125.29
Treasury Note	NOTE	91282CAU5	0.500	10/31/27	8,563.54	-	-	12,845.30	4,281.76	23,748.95	28,030.71

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

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized Interest For Period	Interest Paid At Purc/Recv	Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	6,540.63	-	-	10,806.25	4,265.62	2,455.18	6,720.80
Treasury Note	NOTE	91282CLX7	4.130	11/15/27	53,556.63	-	-	88,881.22	35,324.59	798.17	36,122.76
FHLB	NOTE	3130ATU54	4.250	12/10/27	22,448.85	-	-	54,518.65	32,069.80	(2,283.16)	29,786.64
PNC Bank NA	NOTE	69353RFJ2	3.250	01/22/28	28,708.33	32,500.00	-	1,625.00	5,416.67	2,282.67	7,699.34
FFCB	NOTE	3133ERZ46	4.250	01/28/28	128,243.75	150,875.00	-	2,514.58	25,145.83	982.33	26,128.16
PepsiCo Inc	NOTE	713448FL7	3.600	02/18/28	13,300.00	-	-	16,300.00	3,000.00	141.99	3,141.99
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	28,844.44	-	-	36,177.78	7,333.34	(61.84)	7,271.50
FHLB	NOTE	3130ATS57	4.500	03/10/28	20,812.50	-	-	26,437.50	5,625.00	(1,119.11)	4,505.89
Florida Power & Light Company	NOTE	341081GK7	5.050	04/01/28	15,150.00	-	-	20,200.00	5,050.00	(675.96)	4,374.04
Treasury Note	NOTE	91282CBZ3	1.250	04/30/28	21,408.84	-	-	32,113.26	10,704.42	23,450.21	34,154.63
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	2,813.06	-	-	4,871.39	2,058.33	4,237.76	6,296.09
Bank of New York Mellon	NOTE	06406RBBX4	4.890	07/21/28	55,420.00	62,347.50	-	3,463.75	10,391.25	(980.60)	9,410.65
Treasury Note	NOTE	91282CCRO	1.000	07/31/28	41,847.83	50,000.00	-	276.24	8,428.41	25,816.90	34,245.31
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	38,557.71	-	-	51,130.88	12,573.17	(3,218.07)	9,355.10
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	11,774.86	-	-	17,662.29	5,887.43	9,673.36	15,560.79
AbbVie Inc	NOTE	00287YBF5	4.250	11/14/28	11,097.22	-	-	18,180.56	7,083.34	(552.50)	6,530.84
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	2,549.17	-	-	6,190.83	3,641.66	4,752.24	8,393.90
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	24,839.41	-	-	30,800.87	5,961.46	(630.29)	5,331.17
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	24,666.67	-	-	30,833.33	6,166.66	1,277.23	7,443.89
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	21,332.50	-	-	27,370.00	6,037.50	1,436.64	7,474.14
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	14,250.00	-	-	19,875.00	5,625.00	638.98	6,263.98
Wisconsin Electric Power Company	NOTE	976656CQ9	5.000	05/15/29	9,902.78	-	-	16,361.11	6,458.33	(206.30)	6,252.03
FNMA Benchmark Note	NOTE	31359MEU3	6.250	05/15/29	45,920.14	-	-	75,888.06	29,947.92	(11,097.50)	18,850.42
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	5,388.89	-	-	13,472.22	8,083.33	(1,270.40)	6,812.93
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	35,133.33	-	-	42,883.33	7,750.00	(134.97)	7,615.03
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	21,045.00	-	-	25,721.67	4,676.67	3,199.29	7,875.96
FHLMC Reference Note	NOTE	3134A3U46	6.750	09/15/29	145,087.50	-	-	186,150.00	41,062.50	(15,055.74)	26,006.76
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	11,400.00	-	-	15,900.00	4,500.00	2,767.88	7,267.88
Subtotal					\$ 1,554,290.32	\$ 380,013.50	\$ -	\$ 1,737,992.15	\$ 563,715.33	\$ 214,727.03	\$ 778,442.36
CASH EQUIVALENTS											
Dreyfus Treasury						44,449.68			44,449.68		44,449.68
Subtotal					\$ -	\$ 44,449.68	\$ -	\$ -	\$ 44,449.68	\$ -	\$ 44,449.68
LAIF											
Local Agency Investment Fund					179,204.70	179,204.70		7,798.67	7,798.67		7,798.67
TOTAL					\$ 1,733,495.02	\$ 603,667.88	\$ -	\$ 1,745,790.82	\$ 615,963.68	\$ 214,727.03	\$ 830,690.71

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 01/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
01/31/26	Dreyfus Trsy Sec CM Investor	BAXB9MMA7	0.000	01/31/26	01/31/26	\$ 4,023,939	\$ 4,023,939	100.00	\$ 4,023,939	\$ -	3.66%	0	5.78%
01/25/23	JP Morgan Chase & CO	46647PBW5	1.040	02/04/27	02/04/26	700,000	630,509	100.00	700,000	69,491	4.32%	4	1.01%
10/20/25	State Street Corp	857477CN1	4.530	02/20/29	02/20/26	550,000	557,348	101.13	556,203	(1,145)	4.19%	20	0.80%
12/06/22	Treasury Note	91282CBQ3	0.500	02/28/26	02/28/26	3,000,000	2,831,668	99.75	2,992,383	160,715	3.67%	28	4.30%
06/20/23	FFCB	3133EPCF0	4.500	03/02/26	03/02/26	2,000,000	2,003,788	100.05	2,001,087	(2,701)	3.82%	30	2.87%
01/19/23	FHLB	3130ALHH0	0.960	03/05/26	03/05/26	900,000	817,164	99.74	897,688	80,524	3.60%	33	1.29%
08/30/21	Prudential Financial Inc	74432QCCH6	1.500	03/10/26	03/10/26	450,000	455,338	99.76	448,901	(6,437)	3.68%	38	0.64%
02/17/23	FHLB	3130AUU36	4.130	03/13/26	03/13/26	1,250,000	1,239,538	100.05	1,250,602	11,064	3.66%	41	1.80%
05/17/23	Loews Corporation	540424AS7	3.750	04/01/26	04/01/26	375,000	369,385	99.93	374,741	5,356	4.11%	60	0.54%
10/20/25	Morgan Stanley	61748UAK8	4.130	10/18/29	04/22/26	625,000	625,200	99.89	624,308	(892)	4.29%	81	0.90%
03/19/25	US Bank NA	90331HPP2	4.510	10/22/27	04/22/26	625,000	623,150	100.42	627,616	4,466	4.17%	81	0.90%
07/21/26	FNMA	3135G0K36	2.130	04/24/26	04/24/26	982,000	967,015	99.64	978,420	11,405	3.68%	83	1.41%
11/29/21	Sierra Pacific Power	826418BM6	2.600	05/01/26	05/01/26	450,000	463,125	99.68	448,556	(14,569)	3.86%	90	0.64%
03/18/25	Bank of New York Mellon	06406RBX4	4.890	07/21/28	07/22/26	550,000	553,801	101.52	558,347	4,546	4.09%	172	0.80%
09/13/21	FHLB	3130A8XV4	1.880	09/11/26	09/11/26	300,000	315,528	98.95	296,836	(18,692)	3.62%	223	0.43%
05/16/23	Public Service Electric And Gas	74456QBR6	2.250	09/15/26	09/15/26	300,000	279,264	99.03	297,079	17,815	3.84%	227	0.43%
03/01/23	Pepsico Inc	713448DN5	2.380	10/06/26	10/06/26	450,000	414,180	99.06	445,787	31,607	3.77%	248	0.64%
05/09/23	Treasury Note	912828U24	2.000	11/15/26	11/15/26	2,100,000	1,986,469	98.76	2,073,996	87,527	3.60%	288	2.98%
01/13/22	FHLB	3130A9YY1	2.130	12/11/26	12/11/26	700,000	720,419	98.76	691,322	(29,097)	3.59%	314	0.99%
04/14/25	FHLB	3130B5K64	4.000	03/10/27	03/10/27	1,500,000	1,503,375	100.49	1,507,379	4,004	3.54%	403	2.17%
01/31/23	Treasury Note	912828ZE3	0.630	03/31/27	03/31/27	3,750,000	3,401,865	96.71	3,626,807	224,942	3.53%	424	5.21%
05/11/23	Chevron Corp	166764BX7	2.000	05/11/27	05/11/27	475,000	442,086	97.99	465,466	23,380	3.61%	465	0.67%
10/20/25	Burlington Northern Santa Fe	12189LBA8	3.250	06/15/27	06/15/27	525,000	521,624	99.43	521,991	367	3.68%	500	0.75%
03/15/23	Treasury Note	912828ZV5	0.500	06/30/27	06/30/27	4,000,000	3,659,385	95.87	3,834,688	175,303	3.51%	515	5.51%
03/18/25	Procter & Gamble Co	742718EV7	2.850	08/11/27	08/11/27	575,000	557,532	98.96	569,012	11,480	3.55%	557	0.82%
03/18/25	Meta Platforms Inc	30303M8G0	3.500	08/15/27	08/15/27	550,000	540,447	99.84	549,104	8,657	3.61%	561	0.79%
11/07/25	FFCB	3133ETVJ3	3.630	08/27/27	08/27/27	3,150,000	3,153,276	100.08	3,152,381	(895)	3.57%	573	4.53%
03/18/25	Alabama Power Company	010392FY9	3.750	09/01/27	09/01/27	425,000	417,822	99.98	424,916	7,094	3.76%	578	0.61%
02/15/23	Unitedhealth Group Inc	91324PDE9	2.950	10/15/27	10/15/27	550,000	512,972	98.60	542,285	29,313	3.80%	622	0.78%
05/15/25	General Dynamics Corporation	369550AZ1	2.630	11/15/27	11/15/27	550,000	529,249	98.28	540,553	11,304	3.62%	653	0.78%
03/20/25	Treasury Note	91282CMF5	4.250	01/15/28	01/15/28	4,000,000	4,036,861	101.32	4,052,812	15,951	3.55%	714	5.82%

Burbank-Glendale-Pasadena Airport Authority - PFC Account
Statement of Investments
As of 01/31/26

Purchase Date	Type of Investment	CUSIP	Coupon	Maturity Date	Eff Mat. Date	Par Value	Purchase Cost	Market Price	Market Value	Unrealized Gain/Loss	YTM	Days to Eff. Mat.	% Mkt Value
03/18/25	PNC Bank NA	39353RFJ2	3.250	01/22/28	01/22/28	550,000	531,361	98.96	544,261	12,900	3.80%	721	0.78%
03/18/25	Pepsico Inc	713448FL7	3.600	02/18/28	02/18/28	125,000	122,811	99.79	124,741	1,930	3.71%	748	0.18%
03/20/25	FFCB	3133ER4Q1	4.250	02/24/28	02/24/28	3,500,000	3,527,790	101.23	3,543,169	15,379	3.62%	754	5.09%
05/13/25	Caterpillar Financial Services	14913UAY6	4.400	03/03/28	03/03/28	525,000	525,546	101.21	531,358	5,812	3.79%	762	0.76%
03/18/25	FHLB	3130ATS57	4.500	03/10/28	03/10/28	3,500,000	3,545,465	101.78	3,562,286	16,821	3.62%	769	5.12%
04/01/25	Florida Power & Light CO	341081GK7	5.050	04/01/28	04/01/28	400,000	408,104	102.50	410,001	1,897	3.84%	791	0.59%
05/20/25	Qualcomm Incorporated	747525BN2	1.300	05/20/28	05/20/28	500,000	459,890	94.61	473,061	13,171	3.76%	840	0.68%
10/20/25	FFCB	3133ERGL9	4.500	06/07/28	06/07/28	485,000	497,047	101.99	494,644	(2,403)	3.61%	858	0.71%
03/18/25	Public Service Electric And Gas	74456QB3	3.650	09/01/28	09/01/28	150,000	145,974	99.35	149,018	3,044	3.92%	944	0.21%
09/17/24	Citibank NA	17325FBB3	5.800	09/29/28	09/29/28	615,000	646,834	104.68	643,802	(3,032)	3.93%	972	0.92%
03/18/25	Treasury Note	91282CDF5	1.380	10/31/28	10/31/28	4,000,000	3,644,531	94.25	3,770,000	125,469	3.59%	1004	5.42%
03/18/25	Abbvie Inc	00287YBF5	4.250	11/14/28	11/14/28	550,000	546,865	101.00	555,503	8,638	3.87%	1018	0.80%
10/20/25	FHLB	3130AXQK7	4.750	12/08/28	12/08/28	300,000	310,872	102.96	308,889	(1,983)	3.65%	1042	0.44%
03/18/25	Merck & Co Inc	58933YBD6	1.900	12/10/28	12/10/28	600,000	549,204	95.00	570,012	20,808	3.76%	1044	0.82%
06/16/25	Cisco Systems Inc	17275RBR2	4.850	02/26/29	02/26/29	525,000	534,938	102.56	538,426	3,488	3.96%	1122	0.77%
03/18/25	Union Pacific Corporation	907818FB9	3.700	03/01/29	03/01/29	550,000	534,221	99.33	546,306	12,085	3.93%	1125	0.78%
05/28/25	Pfizer Inc	717081ET6	3.450	03/15/29	03/15/29	575,000	557,089	98.96	568,995	11,906	3.81%	1139	0.82%
03/20/25	Treasury Note	91282CEE7	2.380	03/31/29	03/31/29	4,000,000	3,769,439	96.27	3,850,625	81,186	3.63%	1155	5.53%
03/18/25	Target Corporation	87612EBH8	3.380	04/15/29	04/15/29	550,000	528,000	98.30	540,642	12,642	3.94%	1170	0.78%
03/18/25	Wisconsin Electric Power Company	976656CQ9	5.000	05/15/29	05/15/29	425,000	430,699	102.92	437,405	6,706	4.04%	1200	0.63%
10/20/25	Comcast Corporation	20030NEH0	5.100	06/01/29	06/01/29	525,000	545,874	103.32	542,445	(3,429)	4.02%	1217	0.78%
10/20/25	John Deere Capital Corp	24422EXT1	4.850	06/11/29	06/11/29	525,000	541,979	102.81	539,771	(2,208)	3.95%	1227	0.78%
03/18/25	Chubb InA Holdings Inc	171239AL0	4.650	08/15/29	08/15/29	550,000	553,278	102.29	562,586	9,308	3.95%	1292	0.81%
03/18/25	Exxon Mobil Corp	30231GBE1	2.440	08/16/29	08/16/29	600,000	555,629	95.67	573,995	18,366	3.76%	1293	0.82%
03/25/25	FHLMC Reference Notes	3134A3UJ46	6.750	09/15/29	09/15/29	750,000	831,547	110.25	826,892	(4,655)	3.70%	1323	1.19%
03/19/25	FNMA Benchmark Note	31359MFJ7	7.130	01/15/30	01/15/30	3,000,000	3,389,339	112.43	3,372,974	(16,365)	3.72%	1445	4.85%
03/18/25	Duke Energy Carolinas	26442CBP8	4.850	03/15/30	03/15/30	425,000	428,110	102.81	436,959	8,849	4.10%	1504	0.63%
04/15/25	Home Depot Inc	437076CB6	2.700	04/15/30	04/15/30	550,000	504,391	94.66	520,654	16,263	4.09%	1535	0.75%
	Subtotal					\$ 69,730,939	\$ 68,320,149		\$ 69,614,625	\$ 1,294,476	3.69%	628	100.00%
	PFC Bank Balance						882,493						
	TOTAL						\$ 69,202,642						

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

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized		Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
						Interest For Period	Interest Paid At Purc/Recv				
FIXED INCOME											
Lockheed Martin Corporation	NOTE	539830BH1	3.550	01/15/26	6,793.32	7,366.25	-	-	572.93	-	572.93
FHLB	NOTE	3130AKQX7	0.700	01/28/26	3,123.75	3,675.00	-	-	551.25	-	551.25
Treasury Note	NOTE	91282CBQ3	0.500	02/28/26	5,096.69	-	-	6,381.22	1,284.53	8,623.16	9,907.69
FFCB	NOTE	3133EPCF0	4.500	03/02/26	29,750.00	-	-	37,250.00	7,500.00	(117.03)	7,382.97
FHLB	NOTE	3130ALHH0	0.960	03/05/26	2,784.00	-	-	3,504.00	720.00	2,208.97	2,928.97
Prudential Financial Inc	NOTE	74432QCH6	1.500	03/10/26	2,081.25	-	-	2,643.75	562.50	(98.18)	464.32
FHLB	NOTE	3130AUJ36	4.130	03/13/26	15,468.75	-	-	19,765.63	4,296.88	284.82	4,581.70
Loews Corporation	NOTE	540424AS7	3.750	04/01/26	3,515.63	-	-	4,687.50	1,171.87	180.94	1,352.81
FNMA	NOTE	3135G0K36	2.130	04/24/26	3,883.67	-	-	5,622.63	1,738.96	1,652.79	3,391.75
Sierra Pacific Power	NOTE	826418BM6	2.600	05/01/26	1,950.00	-	-	2,925.00	975.00	(153.89)	821.11
FHLB	NOTE	3130A8XY4	1.880	09/11/26	1,718.75	-	-	2,187.50	468.75	(259.24)	209.51
Public Service Electric And Gas	NOTE	74456QBR6	2.250	09/15/26	1,987.50	-	-	2,950.00	562.50	519.84	1,082.34
Pepsico Inc	NOTE	713448DN5	2.380	10/06/26	2,523.44	-	-	3,414.06	890.62	831.09	1,721.71
Treasury Note	NOTE	91282UJ24	2.000	11/15/26	5,453.04	-	-	9,049.72	3,596.68	2,738.89	6,335.57
FHLB	NOTE	3130A9YY1	2.130	12/11/26	826.39	-	-	2,065.97	1,239.58	(346.67)	892.91
JP Morgan Chase & CO	NOTE	46647PBW5	1.040	02/04/27	2,972.67	-	-	3,579.33	606.66	1,513.40	2,120.06
FHLB	NOTE	3130B5K64	4.000	03/10/27	18,500.00	-	-	23,500.00	5,000.00	(147.81)	4,852.19
Treasury Note	NOTE	91282ZE3	0.630	03/31/27	5,988.15	-	-	7,984.20	1,996.05	9,529.69	11,525.74
Chevron Corp	NOTE	166764BX7	2.000	05/11/27	1,316.15	-	-	2,105.83	789.68	688.84	1,478.52
Burlington Northern Santa Fe	NOTE	12189LBA8	3.250	06/15/27	758.33	-	-	2,180.21	1,421.88	170.49	1,592.37
Treasury Note	NOTE	91282ZV5	0.500	06/30/27	55.25	-	-	1,767.96	1,712.71	10,686.48	12,399.19
Procter & Gamble Co	NOTE	742718EV7	2.850	08/11/27	6,372.92	-	-	7,738.54	1,365.62	607.95	1,973.57
Meta Platforms Inc	NOTE	30303M8G0	3.500	08/15/27	7,272.22	-	-	8,876.39	1,604.17	330.95	1,935.12
FFCB	NOTE	3133ETVJ3	3.630	08/27/27	39,331.25	-	-	48,846.87	9,515.62	(151.90)	9,363.72
Alabama Power Company	NOTE	010392FY9	3.750	09/01/27	5,312.50	-	-	6,640.63	1,328.13	244.16	1,572.29
Unitedhealth Group Inc	NOTE	91324PDE9	2.950	10/15/27	3,425.28	-	-	4,777.36	1,352.08	715.48	2,067.56
US Bank NA	NOTE	90331HPP2	4.510	10/22/27	5,399.01	-	-	7,746.41	2,347.40	59.60	2,407.00
General Dynamics Corporation	NOTE	369550AZ1	2.630	11/15/27	1,844.79	-	-	3,047.92	1,203.13	692.49	1,895.62
Treasury Note	NOTE	91282CMF5	4.250	01/15/28	78,532.61	85,000.00	-	7,983.43	14,450.82	(1,184.94)	13,265.88
PNC Bank NA	NOTE	39353RFJ2	3.250	01/22/28	7,894.79	8,937.50	-	446.88	1,489.59	546.61	2,036.20
Pepsico Inc	NOTE	713448FL7	3.600	02/18/28	1,662.50	-	-	2,037.50	375.00	62.60	437.60
FFCB	NOTE	3133ER4Q1	4.250	02/24/28	52,475.69	-	-	64,871.53	12,395.84	(792.72)	11,603.12
Caterpillar Financial Services	NOTE	14913UAY6	4.400	03/03/28	7,571.67	-	-	9,496.67	1,925.00	(16.23)	1,908.77

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

Type of Investment	Type	CUSIP	Coupon	Maturity Date	Previous Accrual	Realized		Interest		Current Accrual	Interest Earned	Amrt/Accrt For Period	Adjusted Total Int. Earned
						Interest For Period	Interest Paid At Purc/Recv	Interest Earned	Interest Earned				
FHLB	NOTE	3130ATS57	4.500	03/10/28	48,562.50	-	-	61,687.50	13,125.00	61,687.50	13,125.00	(1,273.53)	11,851.47
Florida Power & Light CO	NOTE	341081GK7	5.050	04/01/28	5,050.00	-	-	6,733.33	1,683.33	6,733.33	1,683.33	(225.32)	1,458.01
Qualcomm Incorporated	NOTE	747525BN2	1.300	05/20/28	740.28	-	-	1,281.94	541.66	1,281.94	541.66	1,115.20	1,656.86
FFCB	NOTE	3133ERGL9	4.500	06/07/28	1,455.00	-	-	3,273.75	1,818.75	3,273.75	1,818.75	(382.05)	1,436.70
Bank of New York Mellon	NOTE	06406RBX4	4.890	07/21/28	11,953.33	13,447.50	-	747.08	2,241.25	747.08	2,241.25	(94.85)	2,146.40
Public Service Electric And Gas	NOTE	74456QB3	3.650	09/01/28	1,825.00	-	-	2,281.25	456.25	2,281.25	456.25	97.25	553.50
Citibank NA	NOTE	17325FBB3	5.800	09/29/28	9,120.38	-	-	12,094.42	2,974.04	12,094.42	2,974.04	(686.75)	2,287.29
Treasury Note	NOTE	91282CDF5	1.380	10/31/28	9,419.89	-	-	14,129.83	4,709.94	14,129.83	4,709.94	8,335.50	13,045.44
Abbvie Inc	NOTE	00287YBF5	4.250	11/14/28	3,051.74	-	-	4,999.65	1,947.91	4,999.65	1,947.91	71.52	2,019.43
FHLB	NOTE	3130AXGK7	4.750	12/08/28	910.42	-	-	2,097.92	1,187.50	2,097.92	1,187.50	(289.41)	898.09
Merck & Co Inc	NOTE	58933YBD6	1.900	12/10/28	665.00	-	-	1,615.00	950.00	1,615.00	950.00	1,136.38	2,086.38
State Street Corp	NOTE	857477CN1	4.530	02/20/29	9,066.29	-	-	11,142.54	2,076.25	11,142.54	2,076.25	(183.85)	1,892.40
Cisco Systems Inc	NOTE	17275RBR2	4.850	02/26/29	8,841.15	-	-	10,963.02	2,121.87	10,963.02	2,121.87	(224.34)	1,897.53
Union Pacific Corporation	NOTE	907818FB9	3.700	03/01/29	6,783.33	-	-	8,479.17	1,695.84	8,479.17	1,695.84	332.90	2,028.74
Pfizer Inc	NOTE	717081ET6	3.450	03/15/29	5,841.04	-	-	7,494.17	1,653.13	7,494.17	1,653.13	393.37	2,046.50
Treasury Note	NOTE	91282CEE7	2.380	03/31/29	24,271.98	-	-	32,362.84	8,090.66	32,362.84	8,090.66	4,904.42	12,995.08
Target Corporation	NOTE	87612EBH8	3.380	04/15/29	3,918.75	-	-	5,465.63	1,548.88	5,465.63	1,548.88	450.20	1,997.08
Wisconsin Electric Power Company	NOTE	97666CQ9	5.000	05/15/29	2,715.28	-	-	4,486.11	1,770.83	4,486.11	1,770.83	(114.29)	1,656.54
Comcast Corporation	NOTE	20030NEH0	5.100	06/01/29	2,231.25	-	-	4,462.50	2,231.25	4,462.50	2,231.25	(481.71)	1,749.54
John Deere Capital Corp	NOTE	24422EXT1	4.850	06/11/29	1,414.58	-	-	3,536.46	2,121.88	3,536.46	2,121.88	(388.82)	1,733.06
Chubb InA Holdings Inc	NOTE	171239AL0	4.650	08/15/29	9,661.67	-	-	11,792.92	2,131.25	11,792.92	2,131.25	(62.01)	2,069.24
Exxon Mobil Corp	NOTE	30231GBE1	2.440	08/16/29	5,490.00	-	-	6,710.00	1,220.00	6,710.00	1,220.00	838.75	2,058.75
FHLMC Reference Notes	NOTE	3134A3U46	6.750	09/15/29	14,906.25	-	-	19,125.00	4,218.75	19,125.00	4,218.75	(1,520.46)	2,698.29
Morgan Stanley	NOTE	61748UAK8	4.130	10/18/29	4,950.99	-	-	7,103.59	2,152.60	7,103.59	2,152.60	(4.18)	2,148.42
FNMA Benchmark Note	NOTE	31359MFJ7	7.130	01/15/30	98,562.50	106,875.00	-	9,500.00	17,812.50	9,500.00	17,812.50	(6,732.10)	11,080.40
Duke Energy Carolinas	NOTE	26442CBP8	4.850	03/15/30	6,069.24	-	-	7,786.94	1,717.70	7,786.94	1,717.70	(51.97)	1,665.73
Home Depot Inc	NOTE	437076CB6	2.700	04/15/30	3,135.00	-	-	4,372.50	1,237.50	4,372.50	1,237.50	762.79	2,000.29
Subtotal					\$ 634,254.80	\$ 225,301.25	\$ -	\$ 581,399.50	\$ 172,445.95	\$ 581,399.50	\$ 172,445.95	\$ 45,343.27	\$ 217,789.22
CASH EQUIVALENTS													
Dreyfus Trsy Sec CM Investor						7,375.57			7,375.57		7,375.57		7,375.57
Subtotal					\$ -	\$ 7,375.57	\$ -	\$ -	\$ 7,375.57	\$ -	\$ 7,375.57	\$ -	\$ 7,375.57
TOTAL					\$ 634,254.80	\$ 232,676.82	\$ -	\$ 581,399.50	\$ 179,821.52	\$ 581,399.50	\$ 179,821.52	\$ 45,343.27	\$ 225,164.79

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

		Monthly Performance				Fiscal YTD Performance (July 2025 - January 2026)					
		A	B	C	D	E	F	G	H	I	J
		Actual \$ Jan 2026	Budget Jan 2026	Actual \$ Prior Year Jan 2025	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
OPERATING ACTIVITY											
CASH RECEIPTS FROM OPERATIONS											
1	Landing/Fuel Fees	\$478,559	\$380,000	\$605,221	(2)	\$98,559	\$3,270,719	\$3,020,000	\$3,916,562	(2)	\$250,719
2	Parking Fees	2,176,016	2,456,581	2,339,813	(3)	(280,565)	19,278,085	19,856,581	20,398,475	(3)	(578,496)
3	Rental/Concession Receipts - Terminal Building	1,079,365	1,259,561	1,710,817	(4)	(180,196)	10,321,276	9,913,925	11,386,258	(4)	407,351
4	Rental Receipts - Other Buildings	1,601,234	1,364,272	1,477,984	(5)	236,962	10,052,044	9,549,908	9,629,853	(5)	502,136
5	Ground Transportation	310,334	284,583	386,688	(6)	25,751	2,366,830	2,294,583	2,677,961	(6)	72,247
6	Other Receipts	207,838	112,500	162,707	(7)	95,338	1,264,982	787,500	1,238,398	(7)	477,482
7	Investment Receipts - Treasurer/Other Interest Earned	714,780	666,250	424,005	(8)	48,530	5,144,020	4,663,750	2,126,738	(8)	480,270
8		\$6,568,126	\$6,523,747	\$7,107,235	(1)	\$44,379	\$51,697,956	\$50,086,247	\$51,374,245	(1)	\$1,611,709
CASH DISBURSEMENTS FROM OPERATIONS											
9	Administrative Supplies & Costs	(\$111,585)	(\$113,195)	(\$165,594)	(10)	\$1,610	(\$856,889)	(\$1,019,279)	(\$984,183)	(10)	\$162,390
10	Operating Supplies & Maintenance	(452,060)	(464,076)	(374,491)	(11)	12,016	(2,715,250)	(3,167,468)	(2,743,425)	(11)	452,218
11	Contractual Operating Costs	(4,121,276)	(4,121,565)	(3,472,933)	(12)	289	(22,434,427)	(24,318,349)	(21,132,936)	(12)	1,883,922
12	Contractual Professional Services	(588,391)	(590,175)	(239,004)	(13)	1,784	(5,092,657)	(6,291,725)	(4,370,557)	(13)	1,199,068
13	Wages & Benefits	(748,725)	(755,560)	(628,635)	(14)	6,835	(5,094,630)	(5,436,412)	(4,700,948)	(14)	341,782
14	Other Operating Costs	(91,242)	(104,404)	(80,543)	(15)	13,162	(821,403)	(932,809)	(643,637)	(15)	111,406
15	Parking Tax	(853,709)	(922,574)	(898,963)	(16)	68,865	(2,784,240)	(2,732,266)	(2,718,229)	(16)	(51,974)
16		(\$6,966,988)	(\$7,071,549)	(\$5,860,163)	(9)	\$104,561	(\$39,799,496)	(\$43,898,308)	(\$37,293,915)	(9)	\$4,098,812
17		(\$398,862)	(\$547,802)	\$1,247,072		\$148,940	\$11,898,460	\$6,187,939	\$14,080,330		\$5,710,521
FACILITY IMPROVEMENT TRANSACTIONS											
CASH DISBURSEMENTS											
18	Noise Mitigation Program Costs	(\$41,491)	(\$42,334)	(\$36,052)	(17)	\$843	(\$637,360)	(\$750,001)	(\$287,587)	(17)	\$112,641
19	Other Facility Improvement Program Project Costs	(169,423)	(170,250)	(76,294)	(18)	827	(6,623,009)	(6,942,584)	(2,287,640)	(18)	319,575
20		(\$210,914)	(\$212,584)	(\$112,346)		\$1,670	(\$7,260,369)	(\$7,692,585)	(\$2,575,227)		\$432,216
CASH RECEIPTS FROM FUNDING SOURCES											
21	FAA Grants - Noise Mitigation Program	\$0	\$34,117	\$0	(17)	(\$34,117)	\$313,635	604,426	\$281,397	(17)	(\$290,791)
22	FAA Grants - Facility Improvement Program	0	0	0	(19)	0	0	632,632	32,336	(19)	(632,632)
23	Passenger Facility Charge Receipts/Reserves	0	35,962	48,743	(20)	(35,962)	4,092,321	5,382,052	317,343	(20)	(1,289,731)
24	Customer Facility Charge Reserves	0	0	0	(21)	0	0	0	109,103	(21)	0
25		\$0	\$70,079	\$48,743		(\$70,079)	\$4,405,956	\$6,619,110	\$740,179		(\$2,213,154)
26		(\$210,914)	(\$142,505)	(\$63,603)		(\$68,409)	(\$2,854,413)	(\$1,073,475)	(\$1,835,048)		(\$1,780,938)
27		(\$609,776)	(\$690,306)	\$1,183,469		\$80,530	\$9,044,047	\$5,114,465	\$12,245,282		\$3,929,582

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

	Monthly Performance					Fiscal YTD Performance (July 2025 - January 2026)				
	A	B	C	D	E	F	G	H	I	J
	Actual \$ Jan 2026	Budget Jan 2026	Actual \$ Prior Year Jan 2025	Note	Variance Actual Vs. Budget	Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
28	<u>(\$609,776)</u>	<u>(\$690,306)</u>	<u>\$1,183,469</u>		<u>\$80,530</u>	<u>\$9,044,047</u>	<u>\$5,114,465</u>	<u>\$12,245,282</u>		<u>\$3,929,582</u>
29	(\$53,855,175)	(\$53,869,481)	(\$32,555,357)	(22)	\$14,306	(\$379,485,790)	(\$390,378,410)	(\$206,517,521)	(22)	\$10,892,620
30	\$22,192,426	\$22,192,426	\$1,129,904	(23)	\$0	\$33,663,258	\$33,663,258	\$11,994,444	(23)	\$0
31	0	0	779,160	(23)	0	9,501,460	9,501,460	3,408,693	(23)	0
32	50,688,524	50,688,524	30,845,456	(23)	0	301,708,970	301,708,970	204,535,933	(23)	0
33	\$72,880,950	\$72,880,950	\$32,754,520		\$0	\$344,873,688	\$344,873,688	\$219,939,070		\$0
34	<u>\$19,025,775</u>	<u>\$19,011,469</u>	<u>\$199,163</u>		<u>\$14,306</u>	<u>(\$34,612,102)</u>	<u>(\$45,504,722)</u>	<u>\$13,421,549</u>		<u>\$10,892,620</u>
35	<u>\$18,415,999</u>	<u>\$18,321,163</u>	<u>\$1,382,632</u>		<u>\$94,836</u>	<u>(\$25,568,055)</u>	<u>(\$40,390,257)</u>	<u>\$25,666,831</u>		<u>\$14,822,202</u>

NET INCREASE (DECREASE) IN CASH FROM OPERATIONS

REPLACEMENT PASSENGER TERMINAL PROJECT ("RPT")

CASH DISBURSEMENTS⁷

Replacement Passenger Terminal Project Costs

CASH RECEIPTS FROM FUNDING SOURCES

FAA Grants - Replacement Passenger Terminal Project

Passenger Facility Charge Receipts/Reserves

Bond Reimbursement - 2024 Revenue Bond

INCREASE (DECREASE) - RPT PROJECT TRANSACTIONS

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 SEVEN MONTHS ENDED JANUARY 31, 2026 & 2025

General Comments

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

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

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

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

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

The FY 2026 Non-RPT Capital Program expenditures are primarily funded through the following sources:

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

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

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

The adopted FY 2026 budget was premised on an activity level assumption of 6,200,000 annual passengers, reflecting a 5.70% reduction from actual FY 2025 levels. The budgeted passenger activity is allocated monthly based on historical activity and seasonality trends. Passenger count decreased by 9.16% and 3.71% FYTD January when compared to the same period in FY 2025 and the budget, respectively. Overall financial performance in January remains positive to the budget.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND SEVEN MONTHS ENDED JANUARY 31, 2026 & 2025

NOTE (1) – Cash Receipts from Operations

Cash receipts from operations exceed the budget FYTD January. On an accrual basis, operating revenues exceed the budget FYTD January by \$2,253,170. 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 \$257,945 FYTD January.

NOTE (3) – Parking Fees

Parking fee revenues performed below the budget forecast FYTD January by \$578,496. Accrual basis Parking Fees are below the budget by \$580,566 FYTD January, primarily due to the decline in passenger activity.

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

Terminal Building rental/concession receipts exceeded the budget FYTD January partially due to the timing of receipts. Accrual basis Terminal Building rents/concessions exceed the budget by \$347,110 FYTD January.

NOTE (5) – Rental Receipts - Other Buildings

Other Buildings rental receipts exceeded the budget FYTD January partially due to the timing of receipts. Accrual basis Other Building rents are \$284,236 above budget expectations FYTD January due to CPI adjustments.

NOTE (6) – Ground Transportation

This category consists of off-airport access fees and TNC activity. Accrual basis Ground Transportation exceeded budget by \$14,098 FYTD January.

NOTE (7) – Other Receipts

Other Receipts consist primarily of ground handling and airfield access fees. Accrual basis Other Receipts are \$378,741 ahead of budget FYTD January.

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 \$1,551,606 FYTD January.

NOTE (9) – Cash Disbursements from Operations

Overall operating disbursements on a cash basis and accrual basis are favorably under the budget FYTD January. 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 SEVEN MONTHS ENDED JANUARY 31, 2026 & 2025

NOTE (11) – Operating Supplies & Maintenance

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

NOTE (12) – Contractual Operating Costs

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

NOTE (13) – Contractual Professional Services

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

NOTE (14) – Wages and Benefits

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

NOTE (15) – Other Operating Costs

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

NOTE (16) – Parking Tax

The 12% City of Burbank parking tax is paid quarterly for the prior three-month period. January 2026 remittance, in the amount of \$853,709, covers the months of October, November, and December 2025.

NOTE (17) – Noise Mitigation Program

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

NOTE (18) – Other Facility Improvement Program Projects

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

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

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

NOTE (20) – Passenger Facility Charge Receipts/Reserves

A number of capital projects are budgeted to be funded or partially funded by Passenger Facility Charges, including the construction of the Runway and Taxiway Shoulder Rehabilitation, continued design efforts for the southeast quadrant of the Airport, design services for the Taxiway A and C extensions project, acquisition of an Airport Pavement Management System, update to the Airport Layout Plan, and the Part 150 Update project.

(Continued)

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTES TO SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS

MONTH AND SEVEN MONTHS ENDED JANUARY 31, 2026 & 2025

NOTE (21) – Customer Facility Charge Reserves

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

NOTE (22) – Replacement Passenger Terminal Project

The Authority programmed appropriations in the amount of \$590,756,795 for development of the multi-year RPT program. RPT costs on a cash basis are below budget expectations FYTD January by \$10,892,620 primarily due to the timing of payments. The majority of cash expenditures FYTD January are related to Holder, Pankow, TEC JV (\$341,260,868), inclusive of retention payments to the escrow bank, Jacobs Project Management Co. (\$9,224,552), and the City of Burbank Water and Power Aid-in-Construction Deposits for the community substation (\$26,677,540).

NOTE (23) – Replacement Passenger Terminal Project Funding Sources

Includes funding sources specifically approved for reimbursement of certain eligible RPT expenses, which include FAA grant awards, FAA approved Passenger Facility Charge fees and Revenue Bond reimbursements.

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

JANUARY 2026

Monthly Performance		Fiscal YTD Performance (July 2025 - January 2026)							
A	B	C	D	E	F	G	H	I	J
Actual \$ Jan 2026	Budget Jan 2026	Actual \$ Prior Year Jan 2025	Note	Variance Actual Vs. Budget	Actual \$ Fiscal YTD	Fiscal YTD Budget	Actual \$ Prior Year Fiscal YTD	Note	Variance Actual Vs. Budget
36	\$454,829	\$388,667	\$405,580 (1)	\$66,162	\$3,457,603	\$3,144,667	\$3,353,508 (1)		\$312,936
37	55,815	85,914	85,914 (2)	(30,099)	571,171	601,394	663,056 (2)		(30,223)
38	(554,003)	(486,037)	(457,482)	(67,966)	(3,511,105)	(3,402,257)	(3,395,933)		(108,848)
39	(\$43,359)	(\$11,456)	\$34,012 (3)	(\$31,903)	\$517,669	\$343,804	\$620,631 (3)		\$173,865

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

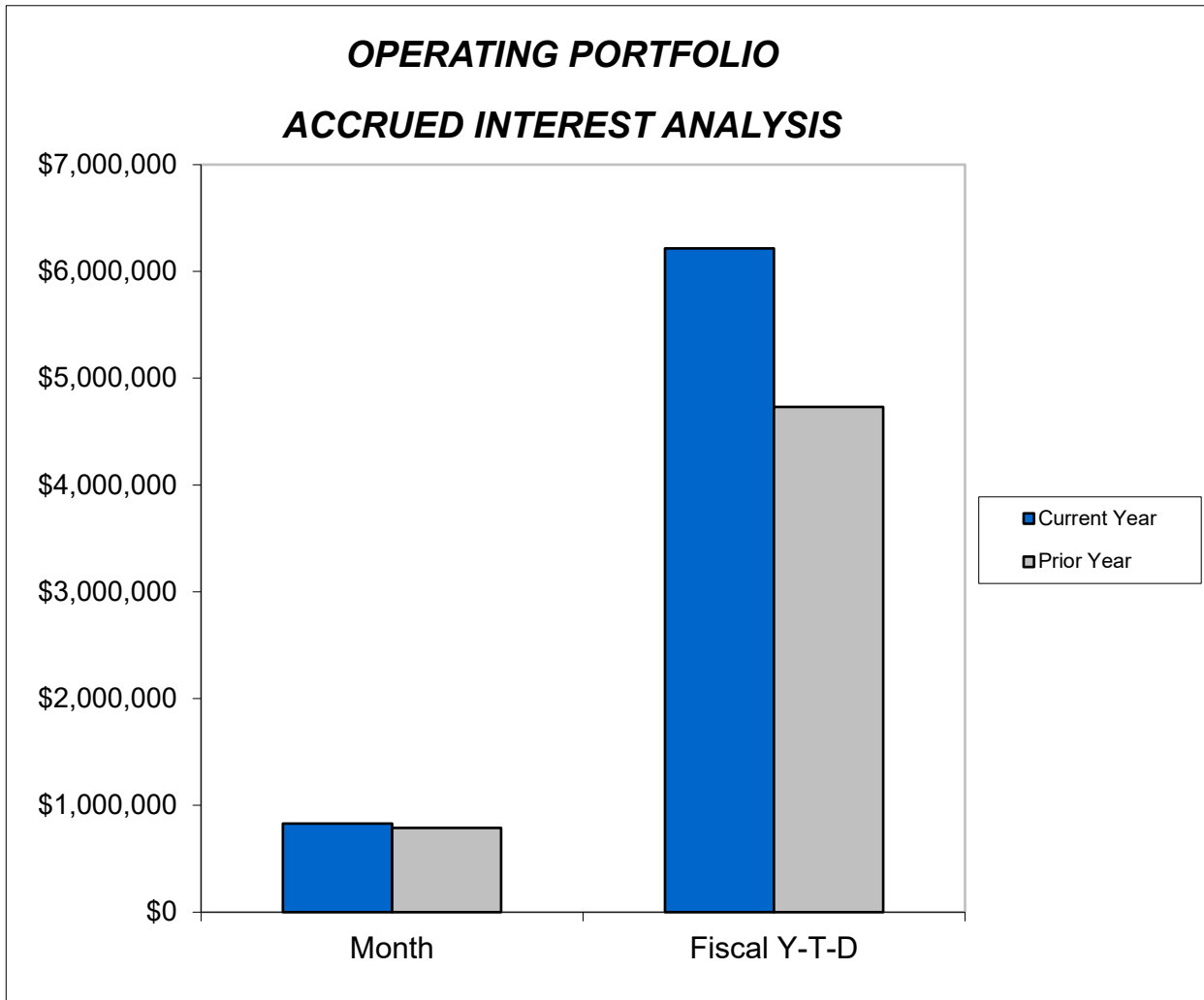
Facility Rent receipts may be applied to the 2012 Bond debt service or other allowable uses.

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



	January 2026	January 2025
Accrued Interest Revenue - Month	\$830,691	\$788,845
Accrued Interest Revenue - FYTD	\$6,215,357	\$4,731,143
Month End Portfolio Balance (cost)	\$281,764,696	\$288,949,684
Yield to Maturity	3.66%	4.34%

Supplement to the January 2026 Treasurer's Report

FYTD January 2026 Cash Expenditures

Replacement Passenger Terminal Project (RPT)

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

Consultant/Vendor	Scope of Work	Prior Fiscal Years' Cash Expenditures	Current Authorized Amounts (1)	Jan 2026 Cash Expenditures	FYTD 2026 (Jul - Jan) Cash Expenditures	Remaining Contract Amount	Project-to-date Total Cash Expenditures
Jacobs Project Management Company (1a)	Program Management Services	17,632,925	36,896,019	971,006	9,224,552	10,038,542	26,857,477
Holder, Pankow, TEC JV (1d)	Design Builder	426,715,825	1,093,427,781	50,122,194	324,522,736	325,451,088	767,976,693
Truist Bank (1d)	Design Builder - Retention Escrow Account			2,591,525	16,738,132		
City of Burbank (5a)	Burbank Water & Power Aid-in-Construction Deposit	22,775,970	49,453,510	-	26,677,540	-	49,453,510
City of Burbank (5b)	Plan Check Services	496,874	496,874	-	-	-	496,874
RPT - Construction / Project Management, Subtotal:		\$ 467,621,594	\$ 1,180,274,184	\$ 53,684,725	\$ 377,162,960	\$ 335,489,630	\$ 844,784,554
Airport & Aviation Professionals Inc. (AvAirPros) (1b)	Airline Technical & Financial Coordination Services	752,737	400,000	33,664	194,012	205,988	946,749
Airport Projects (1b)	Technical Support	85,426	-	-	-	-	85,426
ATX (1b)	Technical Support	291,163	1,648,044	70,509	779,289	643,967	1,070,452
Conway Consulting (1b)	Technical Support	426,598	150,000	-	68,995	81,005	495,593
Georgino Development (1b)	Strategic Planning Services	200,400	60,000	5,000	34,800	25,200	235,200
Public Resources Advisory Group (PRAG) (1b)	Financial Advisory Services	602,762	275,000	20,557	48,265	226,735	651,027
Ricondo & Associates (1b)	Financial Feasibility Services	971,428	350,000	-	197,002	152,998	1,168,430
Geosyntec Consultants (1c)	Soil Management Services	8,586	N/A	-	-	N/A	8,586
Azrial (2)	Consulting Services	1,625	N/A	-	-	N/A	1,625
Fitch Ratings (2)	Rating Agency	35,000	N/A	-	-	N/A	35,000
Orrick, Herrington & Sutcliffe (2)	Bond Counsel	1,298,093	N/A	-	113,001	N/A	1,411,094
Camano Consulting Group (1b)	Consulting Services	63,145	174,000	14,500	101,500	72,500	164,645
DSM, Inc. (1b)	Consulting Services	12,500	N/A	-	-	N/A	12,500
Chapman (2)	Legal Services	70,000	N/A	-	-	N/A	70,000
Geraci (2)	Legal Services	2,000	N/A	-	-	N/A	2,000
Gordon Rees (2)	Legal Services	200	N/A	-	-	N/A	200
McDermott (2)	Legal Services	5,000	N/A	-	-	N/A	5,000
Moody's (2)	Rating Agency	95,900	N/A	-	-	N/A	95,900
Richards, Watson & Gershon (2)	Legal Services	476,324	N/A	2,295	26,075	N/A	502,399
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	482,165	280,000	20,925	133,182	146,818	615,347
Thriving Restaurants (2)	Consulting Services	5,000	N/A	-	-	N/A	5,000
Woodward (2)	Consulting Services	51,000	36,000	3,000	21,000	15,000	72,000
Zions Bancorporation (2)	Consulting Services	5,500	N/A	-	3,000	N/A	8,500
RS&H (3)	Environmental Impact Study (EIS) Services	801,804	AIP / PFC Funded	-	-	N/A	801,804
XI-3 Corporation (4)	Consulting Services	91,770	N/A	-	-	N/A	91,770
Barclays Bank (6)	CP Program / LOC Bank	873,817	N/A	-	218,455	N/A	1,092,272
Sumitomo Mitsui (6)	CP Program / LOC Bank	1,124,266	N/A	-	323,124	N/A	1,447,390
Meetings	Various Expenses	30,876	N/A	-	-	N/A	30,876
Licenses & Other Fees	Various Expenses	52,498	N/A	-	61,130	N/A	113,628
RPT - Professional Services, Subtotal:		\$ 8,943,376	\$ 3,373,044	\$ 170,450	\$ 2,322,830	\$ 1,570,211	\$ 11,266,206
RPT - GRAND TOTAL		\$ 476,564,970	\$ 1,183,647,228	\$ 53,855,175	\$ 379,485,790	\$ 337,059,841	\$ 856,050,760

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

- (1) Current authorized NTE Contract amounts represent Commission approved appropriations. The FY 2026 adopted budget includes appropriations of \$590,756,795 for the RPT project.
- (1a) The Jacobs' authorized amount represents the following Commission approved Task Orders against the Professional Services agreement to date:
- Task Order 1 (Development of the Program Operations Manual) - \$1,419,796
 - Task Order 2 (Procurement of Progressive Design Builder) - \$1,125,722
 - Task Order 3 (Phase 2 Design and Pre-Construction Support Services) - \$8,857,765
 - Task Order 4 (Phase 3 Design/Construction Phase Support Services) - \$11,726,841
 - Task Order 5 (Phase 4 Design/Construction Phase Support Services) - \$13,765,895
- (1b) These are multi-year Professional Services contracts for technical, financial, and strategic airport services. These contracts were presented to and approved by the Commission.
- (1c) This Professional Services contract for geotechnical support was approved on September 1, 2022 to be effective August 1, 2022 through June 30, 2023.
- (1d) In December 2022, the Commission approved an estimated \$55,000,000 for Task Order 1 for Phase 1 design services of the RPT project to develop the 60% design level and Guaranteed Maximum Price (GMP). Actual Phase 1 services were contracted at \$54,244,242 and were completed April 2024.
- To date the Commission approved an additional six (6) Task Orders primarily for general conditions, equipment, and materials for a total of \$1,039,183,539.
- (2) Legal services and professional services to be utilized on an as needed basis.
- (3) RS&H expenditures are for the FAA's Written Re-evaluation of the construction noise section in the Environmental Impact Study as directed by the Ninth Circuit.
- (4) XI-3 Corporation: RFP coordination and technical support services for the selection of the progressive design-builder. Commission approved professional services agreement in July 2022 (NTE \$50,000) which was increased by an amendment in October 2022 to NTE \$96,000.
- (5a) The Authority approved Aid-In-Construction deposits with BWP as follows:
- 1) September 20, 2022 - \$25,000
 - 2) March 7, 2023 - \$50,000
 - 3) June 26, 2023 - \$494,000
 - 4) September 18, 2023 - \$1,411,000
 - 5) June 13, 2024 - \$40,000 (AIC Inspections)
 - 6) August 20, 2024 - \$960,000
 - 7) September 20, 2024 - \$9,457,700
 - 8) October 17, 2024 - \$10,338,270
 - 9) June 16, 2025 - \$225,000
 - 10) August 18, 2025 - \$8,762,570
 - 11) November 17, 2025 - \$17,689,970
- (5b) The Commission approved payment October 2023 in the amount of \$344,124 for a deposit with the City of Burbank for an independent contractor to undertake plan check services. Additional deposits of \$92,750 and \$60,000 were made September 2024 and May 2025, respectively.
- (6) LOC banks for the CP program.

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

Funding Source	Total Amount	Prior Fiscal Years' Reimbursements	Jan 2026 Reimbursement	FYTD Jan 2026 Reimbursement	Total-to-Date Project Reimbursements	Remaining Amount
IIJA-AIG (<i>formulaic</i>)	\$ 32,105,820	\$ 10,225,657	\$ 4,905,671	\$ 11,955,802	\$ 22,181,459	\$ 9,924,361
IIJA-ATP (<i>competitive</i>)	56,628,000	29,035,753	11,241,475	15,662,176	44,697,929	11,930,071
PFC (1)	61,632,719	20,365,768	-	9,501,460	29,867,228	31,765,491
AIP	7,919,617	-	6,045,280	6,045,280	6,045,280	1,874,337
2024 Bonds (2)	686,712,992	377,104,842	50,688,524	301,708,970	678,813,812	7,899,180
TOTALS	\$ 844,999,148	\$ 436,732,020	\$ 72,880,950	\$ 344,873,688	\$ 781,605,708	\$ 63,393,440

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

ATP - Airport Terminal Program
PFC - Passenger Facility Charge

Notes:

- (1) Includes PFC Applications 21 and 22 in the amount of \$48,338,420 and \$13,294,299, respectively.
(2) Includes interest and dividend earnings to date:

Bond Proceeds Amount	\$ 655,871,612
Accrued Interest and Dividends to Date (Held by Trustee)	30,827,994
Transfers (Closing of Cost of Issuance Fund)	13,386
Total Available Amount	\$ 686,712,992

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 20, 2026**

**MONTH-TO-MONTH LEASE TEMPLATE
REPLACEMENT PASSENGER TERMINAL**

Presented by
Thomas J. Henderson
Director, Business & Properties

SUMMARY

At its meeting on April 6, 2026, the Finance and Administration Committee (“Committee”) voted unanimously (3-0) to recommend that the Commission: (i) approve a Month-to-Month Office Lease (“MTM Lease”) template for the Replacement Passenger Terminal (“RPT”), copy attached; and (ii) authorize the Executive Director to execute the MTM Lease with each tenant, substantially in the form of this template, with such modifications that, in the Executive Director’s judgment, are appropriate for the particular leased space and do not have a material negative financial impact on the Authority, and with clerical revisions deemed necessary or appropriate by Authority General Counsel.

BACKGROUND

In addition to offices spaces for Authority staff and the airlines, the RPT will have a limited number of office spaces available for rent to companies that provide support services to the airlines operating at the Airport. Currently, anticipated tenants include companies that provide skycap services and wheelchair services, as well as the Burbank Airlines Consortium LLC (“BAC”). MTM Leases are terminable by either party upon delivery of a 30-day notice.

Approval of the MTM Lease template will allow for the efficient leasing of space within the RPT by providing consistency for all terms, including rights of use, insurance requirements, maintenance responsibilities, indemnification, security requirements, and adherence with all airport rules and regulations.

As the construction of the RPT approaches completion, upon Commission approval of the MTM Lease template, staff will begin working with potential tenants to finalize contracts. Executing MTM Leases now will allow the tenants sufficient time to complete work within the leased space that will support their operations by the opening of the RPT.

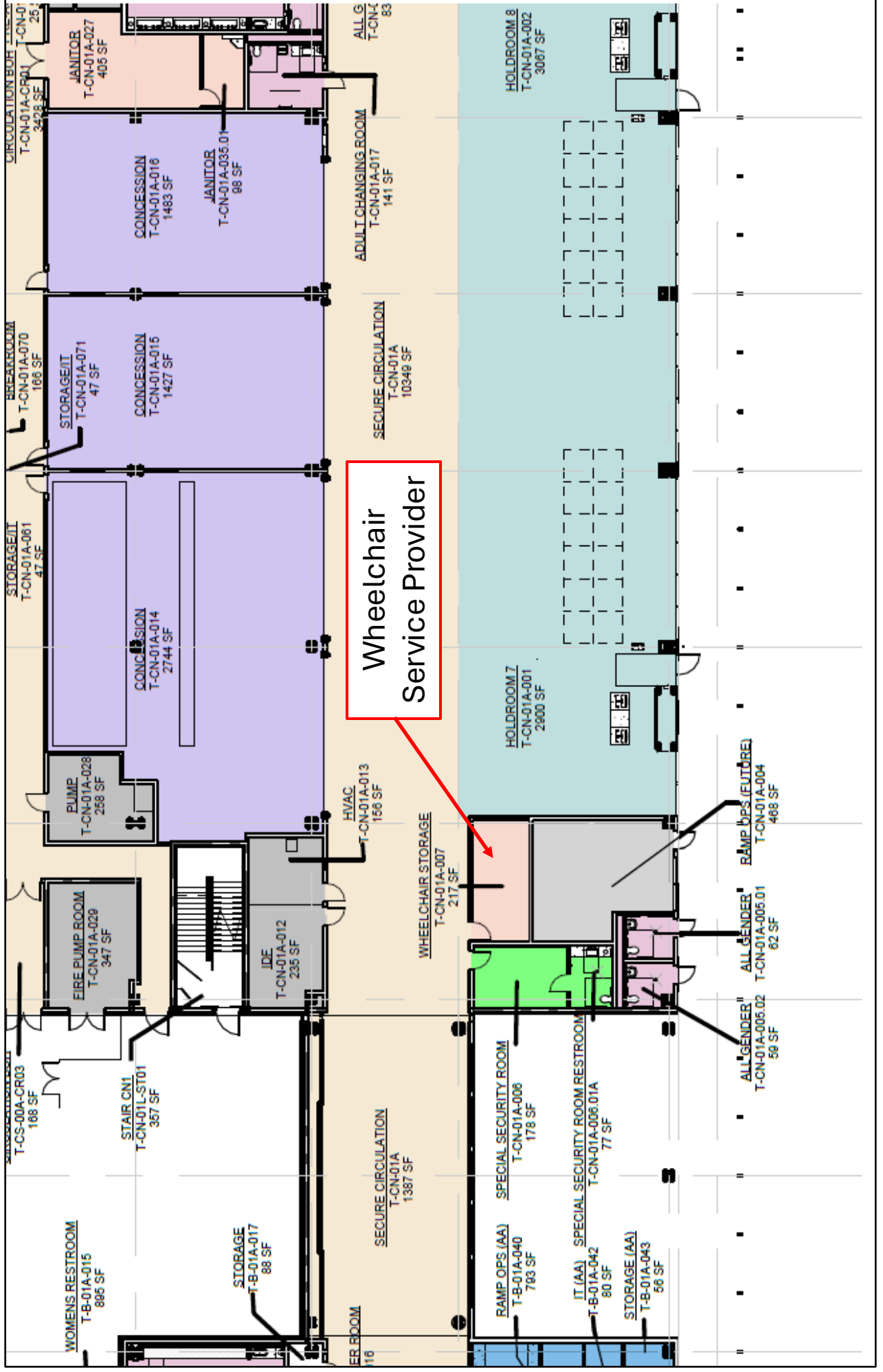
The Authority currently leases office spaces at Building 9 (adjacent to Terminal A) to airlines that operate at the Airport and, based on availability, companies that provide support services to the airlines. At the RPT, office space for the airlines is included as part of the airline’s exclusive space under the Airport Use Agreement or Operating Permit. For the RPT, MTM Leases are for non-airline operators, such as skycap and wheelchair service providers. The rental rate for the MTM Leases is based on cost recovery for all debt and O&M.

RECOMMENDATION

At its meeting on April 6, 2026, the Committee voted unanimously (3-0) to recommend that the Commission: (i) approve the attached MTM Lease template, and (ii) authorize the Executive Director to execute the MTM Lease with each tenant, substantially in the form of the template, with such modifications that, in the Executive Director's judgment, are appropriate for the particular leased space and do not have a material negative financial impact on the Authority, and with clerical revisions deemed necessary or appropriate by Authority General Counsel.

Attachment:

- Exhibit A: Layout that shows RPT month-to-month tenant spaces
- Exhibit B: Month to Month Lease (template)



**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 20, 2026**

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

Presented by
Thomas Henderson
Director, Business and Properties

SUMMARY

At its meeting on April 6, 2026, the Finance and Administration Committee (“Committee”) voted (3-0) to recommend that the Commission approve a proposed Third Amendment (“Amendment”) to the January 17, 2006 Lease Agreement (“Lease”) between Herc Rentals, Inc. (“HERC”) and the Authority to extend the term for a period of five years, with one option to extend for an additional five years. As part of this Amendment, HERC is required to construct and install a block wall along a portion of its leasehold perimeter. The Lease extension will be contingent upon HERC submitting a building permit application by April 21, 2026, and receiving a building permit for the block wall no later than August 1, 2026.

BACKGROUND

In December 2010, HERC assumed the business interest of 24/7 Studio Equipment, Inc. (“24/7 SEI”), which had been a tenant at Hollywood Burbank Airport since 2006. The leased premises that 24/7 SEI assigned to HERC include the buildings and land located at 3111 North Kenwood Avenue, Burbank, California, 91505.

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

The Lease has been amended twice, with Amendment No. 1 dated February 21, 2017, to extend the term for a five-year period, and Amendment No. 2 dated May 17, 2021, to extend the term for an additional five-year period. The Lease currently is set to expire on March 1, 2027.

The proposed Amendment will extend the term by five years, require HERC to construct and install a block wall upon the southern and western boundaries of the leased premises, establish a rent credit for the construction and installation of the block wall, and update the federal requirements within the Lease.

The Authority desires that HERC complete a block wall along the southern and western boundary of its leasehold for safety purposes, as this is immediately adjacent to the access roadway that enters the Replacement Passenger Terminal (“RPT”) and parking structure. Installation of the block wall will provide added safety benefits by creating a barrier between the

-1-

RPT roadway and HERC's adjacent operations. The wall will be a concrete masonry unit block wall that is approximately 631 linear feet, 10 feet finished height, and will include anti-graffiti coating. Additionally, HERC will paint the block wall and southern wall of its building to match the paint scheme of the adjacent RPT parking structure. Location, elevation and scope of work for the wall are included in Exhibit E of the proposed Amendment.

To complete the block wall on a schedule that is favorable to the Authority, HERC will have an April 21, 2026, deadline to submit to the City of Burbank Building and Safety Department ("City") all documents required for the issuance of a building permit for the block wall. If HERC is unable to receive a building permit from the City for the block wall by August 1, 2026, then the expiration date of the Lease will be the current expiration date of March 1, 2027. If HERC is able to obtain its building permit and construct the wall in the prescribed period, then HERC will receive a rent credit for the cost of completing the construction and installation of the block wall as described below.

DETAILS

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

<u>Premises:</u>	3111 North Kenwood Ave. Burbank, CA 91505
<u>Use:</u>	Storage and rental of construction and industrial equipment to television and motion picture studios in Southern California
<u>Term:</u>	Lease term extension from March 1, 2027, to February 29, 2032
<u>Termination:</u>	Authority has sole discretion to terminate the Lease upon 12 months' prior written notice
<u>Rent:</u>	\$95,672.17 monthly / \$1,148,066.04 annually
<u>Improvements:</u>	Construction of a 631 linear feet, 10 feet finished block wall as a barrier between RPT access road and HERC operational area with anti-graffiti coating.
<u>Rent Credit:</u>	Up to \$582,000.00, plus a 30% cost contingency
<u>Adjustment:</u>	Annually; the greater of 3% or 120% of CPI, up to a maximum of 4%
<u>Others:</u>	HERC is responsible for expenses related to occupancy including maintenance, utilities, insurances, and applicable taxes.

IMPACT ON REVENUE

The proposed Amendment will increase non-aviation revenues for the Authority by \$34,441 per year to \$1,148,066.04, subject to annual rental adjustments in future years.

RECOMMENDATION

At its meeting on April 6, 2026, the Committee voted (3-0) to recommend that the Commission approve the proposed Amendment and authorize the President to execute the same.

THIRD AMENDMENT TO LEASE AGREEMENT

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

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

RECITALS

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Extension of Term; Option to Further Extend.** Subject to Section 3.1.5.2 of the Lease, the Expiration Date of the Lease shall be February 29, 2032. Tenant shall have the right to further extend the term by five (5) years upon providing written notice to Landlord on or before February 28, 2031.
2. **Amendment of Section 3.1.** Section 3.1 (Annual Base Rent) of the Lease is amended to add a new Section 3.1.5 (Credit for Block Wall) to read as follows:

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

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

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

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

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

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

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

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

“6.2.1 Improvements to Leased Premises.

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

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

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

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

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

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

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

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

Herc Rentals Inc.

By: Anne Marie Burchill

By: _____

Print Name: Anne Marie Burchill

Print Name: _____

Chairperson President Vice President

Secretary Asst. Secretary

Chief Finance Officer Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

Jess Talamantes, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Exhibit B-1

GENERAL FEDERAL PROVISIONS

1. General Civil Rights Provisions

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

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

C. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Information and Reports: The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

- a. Withholding payments to the Tenant under the contract until the Tenant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

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

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

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

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

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

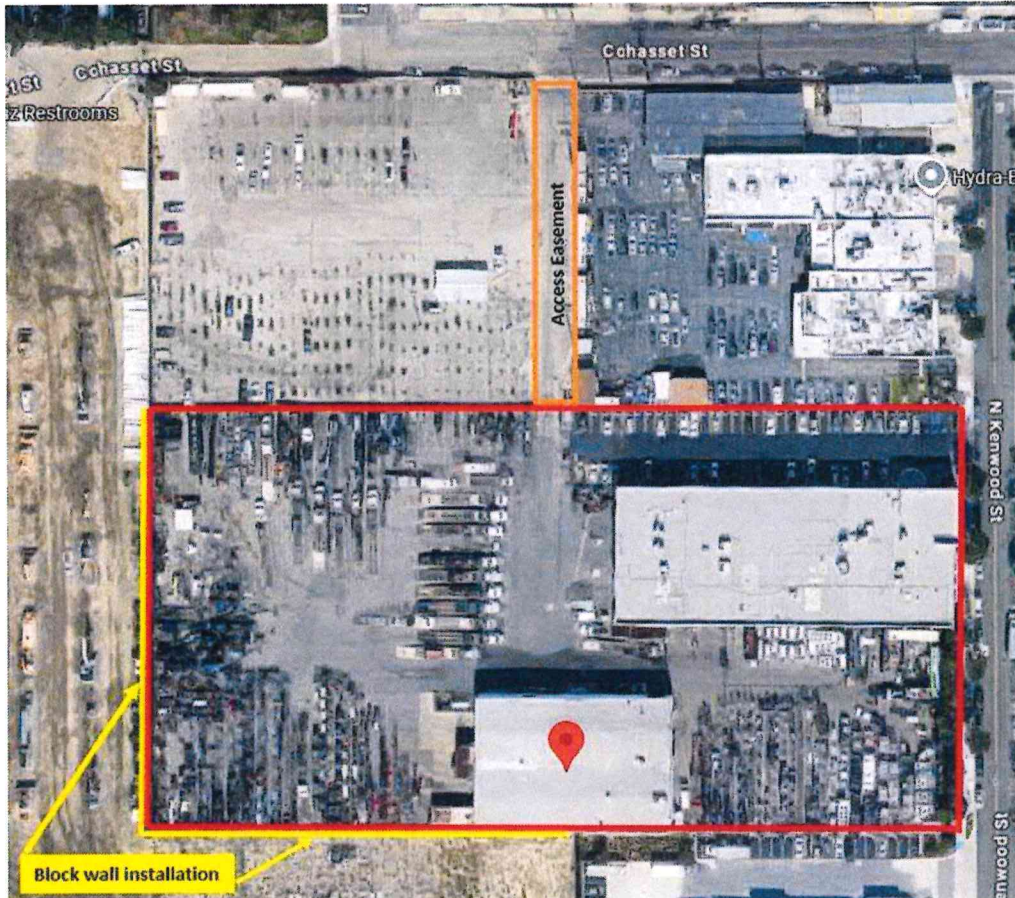
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the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

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

Exhibit E

SCOPE OF WORK AND LOCATION OF BLOCK WALL

Block Wall Location



Block Wall Scope of Work

To construct the Block Wall, Tenant shall:

1. Remove approximately 630' lineal feet of existing chain-link fence; grub/remove palm tree stumps and palm tree roots; and remove cut and cap existing irrigation lines/valves. All demoed items will be disposed of in a proper manner.
2. Excavate 24" wide by 12" deep 630' lineal foot footing and haul away excess dirt after back fill. Saw cut demo and haul away existing asphalt on Tenant side in order to build footing.
3. Place 3 #5 bars horizontal in footing continuous. Place #5 vertical "L" bars alternating direction spacing @ 16" O. C approximately 630' lineal feet.
4. Pour footing, wet set first course of 8" x 8" x 16" precision standard block.
5. Build standard precision block wall 3 feet high with horizontal #5 bar continuous in every block course. Drop down vertical #5 bars @ 16" O. C (same cell #5 vertical "L" bars are

placed.) Apply grout in all block cells so they are filled solid. Apply waterproof mastic on Tenant side. Backfill and compact to proper elevation on the Tenant side to accommodate for new asphalt installation.

6. Build next 4' lift of wall, place #5 bars continuous @ every other course. Grout fill all cells containing vertical rebar.

7. Build final 2' ft high precision standard block wall. Place 2 #5 rebar continuous at top coarse of wall. Grout every cell with vertical rebar. Grout entire top coarse solid.

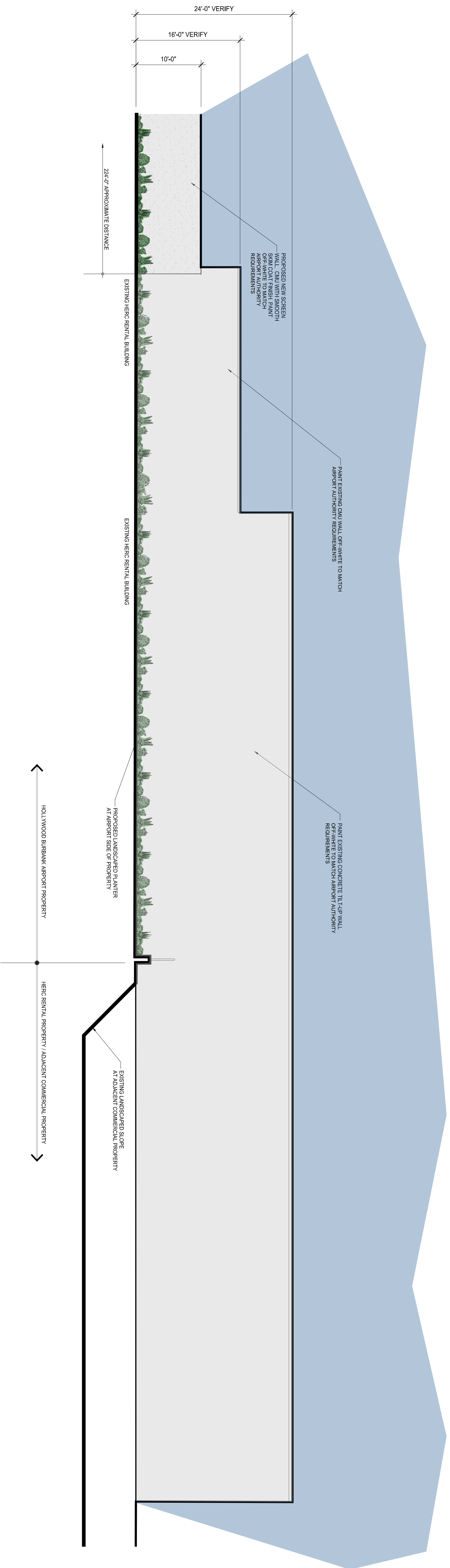
8. Install approximately 630' lineal feet of tan precision wall cap.

9. Backfill and compact subgrade native soil at footings on Herc side only in areas totaling approximately 2,740' square feet.

10. Apply Emulsion to asphalt and concrete edges to be paved. Install hot asphalt mix to Tenant side of property totaling approximately 2,740' square feet and roll with asphalt machine roller to full compaction.

11. Apply Anti-Graffiti Architectural Coating to one side of new standard precision block wall on airport side only.

Note: No pre-plaster application to be applied prior to spraying of anti-graffiti paint (Proposed Anti-graffiti paint holds 1-year manufacturer warranty).



CONCEPTUAL PARTIAL WALL ELEVATION (SOUTH ELEVATION FACING AIRPORT PROJECT)

SCALE: 1/8" = 1'-0"

NEW MASONRY WALL
HERC RENTALS
 3111 N. KENWOOD ST
 BURBANK, CA 91505

OWNER: HOLLYWOOD BURBANK AIRPORT
 12627 N. HOLLYWOPD WAY
 BURBANK, CA. 91505
 APN: 2466-027-904

Project Information:

Project Number: 401-068
 Drawn By: DH
 Checked By: DH
 Issued For: FIRST PLAN CHECK
 Date Issued: 03/23/2026

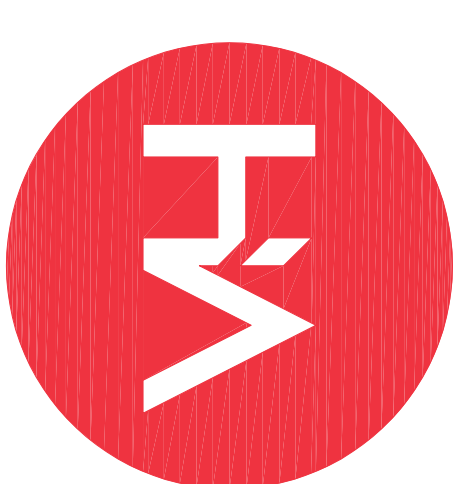
Revisions:	#	Comment	Date

Sheet Name:

CONCEPTUAL PARTIAL WALL ELEVATION

Sheet Number:

A002



HIGGINSON ARCHITECTS
 INCORPORATED

1177 IDAHO STREET, SUITE 200A
 REDLANDS, CALIFORNIA 92374
 www.higginsonarchitects.com

© 2023 HIGGINSON ARCHITECTS, INC. ALL RIGHTS RESERVED.
 Licensed Professional:

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 20, 2026**

**ACCESS AGREEMENT
BUR FUEL COMPANY, LLC**

Prepared by
Madeleine Zavala
Sr. Manager, Business & Properties

SUMMARY

At its meeting on April 6, 2026, the Finance and Administration Committee (“Committee”) voted (3–0) to recommend that the Commission approve a proposed Access Agreement (“Agreement”) with BUR Fuel Company, LLC (“BUR Fuel”) for BUR Fuel’s temporary access and use of the Authority’s property for the purpose of performing geotechnical and surveying services in connection with the evaluation of the Fuel Farm Expansion Project.

BACKGROUND

In January 1998, Southwest Airlines (“Southwest”) was awarded a Development Ground Lease for the development and operation of a replacement fuel yard facility (“Fuel Yard”). The Fuel Yard is located in the Northeast Quadrant of the Airport and currently has five subterranean 50,000-gallon jet fuel storage tanks that are encased in concrete vaults.

Southwest has managed the Fuel Yard using a third-party fuel facility management service provider since it began operations in 1998. Currently Menzie Aviation serves as the third-party operator.

In preparation for the opening of the Replacement Passenger Terminal, Southwest initiated discussions with other fuel yard users regarding the formation of a consortium. On September 28, 2023, BUR Fuels was established to assume the responsibilities over the operation and maintenance of the fuel yard.

On November 13, 2023, the Authority approved a conditional consent of assignment of Southwest Ground Development Lease with the Authority to BUR Fuel which resulted in BUR Fuel assuming all obligations and requirements set forth under the Ground Development Lease.

In October 2025, BUR Fuel advised staff of their interest in leasing the unimproved area adjacent to the Fuel Yard located in the Northeast Quadrant of the Airport. BUR Fuel requested access to this unimproved area to perform geotechnical and surveying services for the purpose of evaluating the feasibility of developing this area.

Under the proposed Agreement, BUR Fuel will be allowed access to the unimproved area (as shown in Exhibit A) until the completion of their geotechnical and surveying service. All work

performed by BUR Fuel will be reviewed and approved in advance by the appropriate Airport Department prior to the commencement of such work.

Upon completion of the survey and testing, BUR Fuel is responsible for restoring the unimproved area in the event that a replacement lease or amendment to the current Lease is not executed between the Authority and BUR Fuel.

DETAILS

Key components of the proposed Agreement are:

Location: Approximately 34,400 square feet of unimproved land adjacent to the Fuel Yard Facility located in the northeast quadrant of the Airport (as shown in Exhibit A).

Purpose: Undertaking of surveying and geotechnical work on the site.

Termination: Earliest to occur of (i) the effective date of a replacement lease or an Amendment to include the additional area; (ii) mutual agreement by the parties in writing that the proposed area will not be utilized for the Fuel Farm Expansion Project, or (iii) 60-days prior written notice by the Authority.

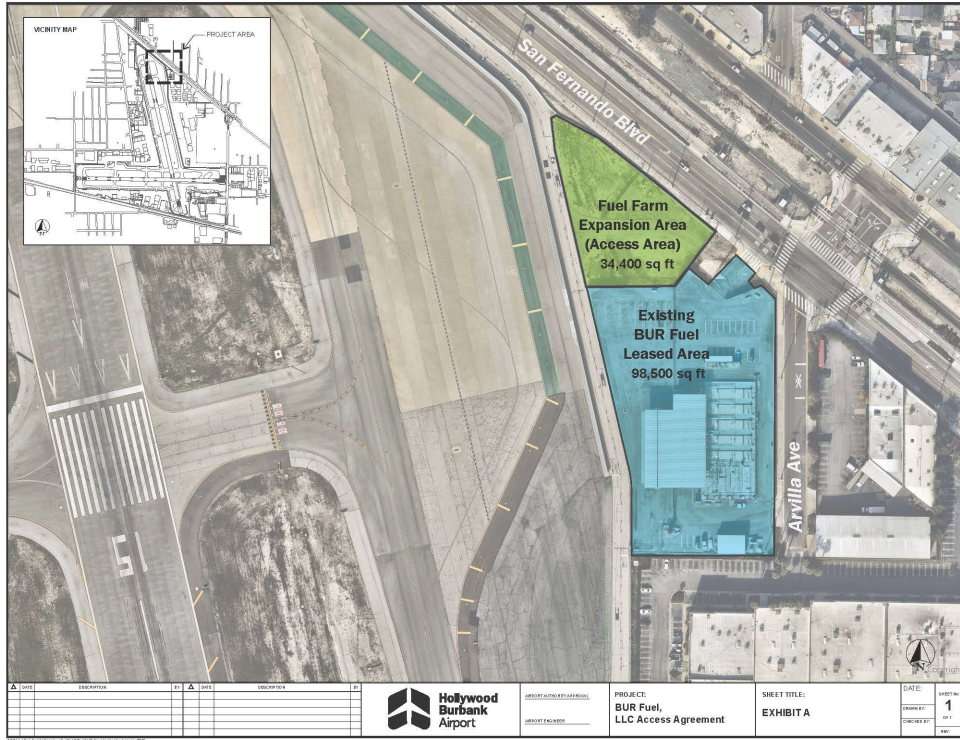
Rent: No Fee as the purpose is to allow access for the purpose of surveying and geotechnical analysis of the site.

RECOMMENDATION

At its meeting on April 6, 2026, the Committee voted (3–0) to recommend that the Commission approve the proposed Agreement with BUR Fuel and authorize the President to execute the same.

Exhibit A: Location of the proposed site

Exhibit A



**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 20, 2026**

AIRPORT MODEL COMPENSATION AGREEMENT

Presented by
Nerissa Sugars
Director, Communications & Air Service

SUMMARY

Staff recommends that the Commission authorize the Executive Director to execute an Airport Model Compensation Agreement (“Agreement”), copy attached, with three Glendale Community College architecture students for providing the Authority with copyright and other intellectual property rights in a 3D model of the Replacement Passenger Terminal that has been donated to the Authority. The proposed Agreement is in the amount of \$4,500 and will provide for a \$1,500 payment to each of the students.

BACKGROUND

As part of their Glendale Community College architecture class, Nare Atayan, Hailey Frederick and Gohar Hovhannisyan created a 3D model of the Replacement Passenger Terminal under the supervision of Professor Paul Chiu. In late January, the model was donated to the Authority and it is currently on public display in the hallway between Terminals A and B.

At the February 17, 2026, Commission meeting, the Authority commemorated the model and staff shared information about its onsite installation. Several Commissioners expressed interest in compensating the three students for their work on the model.

Under the proposed Agreement, the Authority will pay each of the students \$1,500. In return, the Authority will obtain copyright and other intellectual property rights in the model. These rights include the ability to display and distribute photographs and any other reproductions of the model for informational, promotional, or commercial purposes.

FUNDING

While not budgeted for during the development of the FY 2026 budget, it is anticipated that funding for this Agreement can be accommodated within the approved FY 2026 appropriations.

RECOMMENDATION

Staff recommends that the Commission authorize the Executive Director to execute the attached Agreement to compensate the three Glendale Community College architecture students for providing the Authority with the intellectual property rights in the model.

AIRPORT MODEL COMPENSATION AGREEMENT

THIS AIRPORT MODEL COMPENSATION AGREEMENT (“Agreement”) is dated April 6, 2026 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), and Nare Atayan, Hailey Frederick and Gohar Hovannisyanyan (collectively, “Students”).

RECITALS

A. As part of their Glendale Community College architecture class, the Students created a 3D model of the Hollywood Burbank Airport Replacement Passenger Terminal (“Model”), as depicted on the attached **Exhibit A**. The Model has been donated to the Authority and currently is on public display in the existing passenger terminal at the airport.

B. The Authority desires to obtain the Students’ intellectual property rights in the Model.

NOW, THEREFORE, the Authority and the Students agree as follows:

1. Payment. Upon execution of this Agreement, the Authority shall pay \$1,500 to each of the Students.

2. Intellectual Property Rights. The Students irrevocably assign exclusively to the Authority and its successors and assigns all of their rights, title, and interest in the copyrights, trademarks, and other proprietary rights in the Model including 17 U.S.C. §106 copyrights. Without limitation, the Authority shall have the right (but not the obligation) to publicly display the Model, and the right to display and distribute photographs and any other reproductions of the Model for informational, promotional, or commercial purposes. The Authority may use the Students’ names and biographical information in connection with such public displays, photographs, and other reproductions.

3. Integration. This Agreement represents the entire contract between the Authority and the Students regarding the Model.

EXECUTED:

Nare Atayan



Hailey Frederick



Gohar Hovannisyanyan



Burbank-Glendale-Pasadena Airport Authority

John T. Hatanaka, Executive Director

AIRPORT MODEL COMPENSATION AGREEMENT

Exhibit A Model Depiction



(attached)

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 20, 2026**

**EMT CERTIFICATION / RECERTIFICATION,
CONTINUING EDUCATION, AND
QUALITY IMPROVEMENT / ASSURANCE CARE
PROFESSIONAL SERVICES AGREEMENT
SUPERIOR LIFE SUPPORT, INC.**

SUMMARY

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks approval from the Commission to award a Professional Services Agreement (“Agreement”), copy attached, to Superior Life Support, Inc. (“SLS”) for emergency medical technician (“EMT”) certification / recertification, continuing education (“CE”), and quality improvement / assurance care (“QI/QA”) services. The Agreement is for an initial three-year period with two one-year extension options.

The Agreement will be for a total not-to-exceed amount of \$87,324, with yearly not-to-exceed amounts of \$28,226, \$29,099, and \$29,999, respectively, for the initial contract period, and \$30,899 and \$31,826 for each extension option, if exercised.

DESCRIPTION

The Airport Fire Department responded to 382 calls last year with 77% of those calls being emergency medical services (“EMS”) responses. The services under the proposed Agreement include continued training, certification and support for the Department's 21 EMTs through a service model that emphasizes regulatory alignment, clinical excellence, data-driven quality management, and operational continuity. The program under the Agreement is structured to provide predictable costs, scalable services, and measurable outcomes over the anticipated contract term while ensuring the Department remains positioned to maintain certification requirements, sustain workforce competency, and deliver high-quality prehospital patient care in the airport environment.

SLS is uniquely qualified to serve as the Authority's EMT certification/recertification, continuing education, and QI/QA services provider based on its depth of experience, demonstrated performance with comparable agencies, and ability to deliver compliant, reliable, and high-quality EMS education programs in complex operational environments. The company has 25 years of continuous service in EMS education and certification, with focused specialization in regulatory compliance, clinical competency, and workforce readiness for fire departments, EMS agencies, and airport-based operations. As an American Heart Association Training Center, SLS is authorized and experienced in delivering nationally recognized certification programs while integrating applicable state, county, and local EMS authority requirements.

SLS leadership and instructional staff have successfully provided EMT certification, CE, and

-1-

QI/QA services for major metropolitan fire departments, airport-adjacent fire authorities, and regional EMS systems. This background positions SLS to provide the Authority with a stable, compliant, and operationally sound platform for EMT certification management, continuing education delivery, and formal quality oversight.

DETAILS

The proposed program under the Agreement will continue to use the operational foundation established under the Authority's previous contract with the UCLA program, in which educators worked within the chain-of-command structure of the Airport Fire Department to deliver continuing education, perform quality improvement activities, and support AFD in delivering a high standard of patient care to the airport community. That prior service model included scheduled continuing education programming, field observation, quality indicator tracking, and recurring quality improvement review with Department leadership and personnel.

The program is based on a collaborative process in which the EMS Educator works with the EMS Coordinator/Captain and Department leadership to discuss short- and long-term department plans, performance on quality indicators, and educational strategies. The EMS Educator functions as a resource integrated into the culture and operations of AFD in order to build trust, maintain consistency, and support sustained workforce competency.

Under the proposed Agreement, SLS will provide EMT certification/recertification support, continuing education, and QI/QA services in a manner that advances four core Authority objectives: regulatory alignment, clinical excellence, data-driven quality management, and operational continuity. The program will support compliance with EMT certification and continuing education requirements; strengthen clinical readiness through structured education, skills reinforcement, and performance-based feedback; provide a disciplined framework for case review, documentation review, trend identification, and corrective education; and preserve emergency response readiness by supporting all shifts without disrupting field operations.

This service model gives the Authority a practical and measurable return: predictable costs, scalable services, and clear performance accountability over the initial three-year term, with flexibility to continue the program through the optional extension periods.

PROCUREMENT

On December 22, 2025, Staff publicly solicited responses to a Request for Proposals ("RFP") on the Authority's PlanetBids e-procurement website; however, zero proposals were received despite downloads by qualified firms. Staff re-issued the RFP on January 22, 2026, with a proposal due date of February 2, 2026. One proposal was received, submitted by SLS. The previous service provider declined to participate.

The re-issued solicitation was structured to secure a qualified provider capable of delivering a comprehensive EMT certification/recertification, continuing education, and QI/QA program for the Airport Fire Department in a manner consistent with the Authority's compliance obligations, operational requirements, and patient care standards.

-2-

SELECTION PROCESS

The proposal received from SLS was reviewed by Staff from the Procurement and ARFF departments. The proposal met the requirements of the RFP and demonstrated that SLS has the appropriate experience, qualifications, and organizational capacity to provide the required services.

Staff determined that SLS demonstrated strength in the following areas: experience in EMT education and certification services; ability to provide compliant continuing education and recertification support; capability to implement meaningful quality improvement and quality assurance processes with measurable outcomes; understanding of the operational demands of fire service and airport-based emergency response environments; and capacity to provide reliable and scalable service delivery over the full contract term.

Based on this review, Staff concluded that SLS is qualified to provide the required services and that the proposed Agreement represents the best available operational fit for the Authority.

FUNDING

Funding for this program is included in the adopted FY 2025/2026 budget and will be included in subsequent budget year requests.

RECOMMENDATIONS

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Agreement with Superior Life Support, Inc. for EMT certification / recertification, continuing education, and quality improvement/assurance care services and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 20, 2026**

**PROFESSIONAL SERVICES AGREEMENT
GEOSYNTEC CONSULTANTS, INC.**

Presented by
Maggie Martinez
Director, Noise and Environmental Affairs

SUMMARY

Subject to the recommendation of the Legal, Government and Environmental Affairs Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to award a Professional Services Agreement (“Agreement”) to Geosyntec Consultants, Inc. (“Geosyntec”) in the amount of \$607,831. Additionally, Staff seeks an approximate 10% contingency of \$60,000 for unforeseen circumstances for a total of \$667,831.

These services are being requested to support the continued investigation of per-and polyfluoroalkyl substance (“PFAS”) required by Order No. R4-2025-0159 (“Order”) received on November 7, 2025, from the California Regional Water Quality Control Board, Los Angeles Region (“Los Angeles Water Board”). The Order requires the Authority to prepare and submit additional technical reports for the presence of PFAS in shallow and deep soils, as well as to conduct stormwater sampling.

BACKGROUND

In March 2019, the Authority received a Los Angeles Water Board directive to develop a work plan and to conduct soil and groundwater testing for the determination of the presence and extent of PFAS at the Airport property. PFAS comprises a large class of thousands of chemical compounds found in a wide range of consumer products, including non-stick cookware (e.g., Teflon), waterproof clothing, stain-resistant carpets, food packaging, and cosmetics. In the context of airports, these substances are primarily associated with aqueous film-forming foam (“AFFF”), which was historically mandated by the Federal Aviation Administration for use in aircraft rescue and firefighting operations.

The Authority engaged Geosyntec in May 2019 to conduct the investigation and prepare a report into the presence of PFAS at locations where AFFF storage and potential releases may have occurred. Those locations were the Fire Department’s refraction testing, training, fire prevention at incident sites; above-ground storage tanks (Fuel Yard); and the former Lockheed Corporation burn pit areas.

Staff submitted a workplan to the Los Angeles Water Board for soil sampling on June 11, 2019, which was approved on August 20, 2019. Following this approval in December 2019, Geosyntec sampled seven boring locations to total depths ranging from surface levels to 50 ft below ground

-1-

surface (“bgs”). After completion of the soil sampling, Geosyntec submitted its initial report on the soil sampling results on February 6, 2020. PFAS were detected in all seven soil boring locations from the investigation.

In a letter dated April 20, 2020, the Los Angeles Water Board approved a PFAS Investigation for Groundwater Sampling Work Plan dated November 27, 2019, which proposed sampling six existing groundwater monitoring wells (Lockheed Corporation wells). Additionally, the letter required an additional groundwater sample adjacent to the Fuel Yard. The groundwater investigation was conducted between September 8, 2020, and September 17, 2020. Subsurface conditions resulted in drilling refusal at 165 ft bgs at the Fuel Farm. Thus, groundwater was not encountered as depth to groundwater is around 250 ft bgs, and groundwater was not sampled with the approval of the Los Angeles Water Board. PFAS compounds were detected in soil at depths of 120 ft bgs in the Fuel Yard. PFAS compounds were detected in all six groundwater monitoring wells sampled, and the report concluded *“that the groundwater is not likely impacted from AFFF-use but likely from other sources”*.

During the 2019 and 2020 PFAS investigations, the U.S. Environmental Protection Agency (“EPA”) did not have Maximum Contaminant Levels (“MCL”) for PFAS. On April 10, 2024, the EPA established MCLs for five PFAS compounds, including PFOA, PFOS, PFHxS, and PFNA, which have been detected on Airport property. The MCLs for PFOA (4 ng/L) and PFOS (4 ng/L) have been exceeded on-site, with detected maximum concentrations.

The Los Angeles Water Board has indicated that it must investigate and identify the sources of PFAS contamination in drinking water resources in the San Fernando Valley. Currently, the PFAS MCL in some untreated groundwater wells exceed State notification levels.

On November 7, 2025, the Authority received a new directive from the Los Angeles Water Board that the “reported presence of PFAS in soil and groundwater is likely attributed to the use of AFFF”. The Order requires the Authority to demonstrate that the PFAS identified in previous reports (2019 and 2020 investigations) have not reached groundwater levels. The Order requires the Authority to prepare an additional work plan to further delineate PFAS in shallow and deep soil in the locations where PFAS was previously found, from seven boring locations, and to conduct stormwater sampling.

Per the Los Angeles Water Board, information obtained from these test results is necessary to protect groundwater quality and will be used to indicate the impact from waste discharged to soil and groundwater as a result of the activities performed at the site. It will also determine the extent of discharges of waste at and from the site to assure adequate cleanup and, if necessary, to determine any discharges of waste that could impact water quality. As with all environmental investigations, multiple rounds of sampling may be required for complete delineation. The Los Angeles Water Board may further amend the Order as needed.

DETAILS

On December 09, 2025, an initial work order was issued to Geosyntec to respond to the Order and advance the development of a work plan for stormwater sampling. On February 5, 2026, Geosyntec submitted a workplan for a PFAS Stormwater Investigation. However, due to weather-related scheduling constraints, implementation of the PFAS Stormwater Investigation

has been postponed until the next qualifying rain event. Geosyntec has participated in several meetings with the Los Angeles Water Board to discuss scope requirements and sampling locations for PFAS Investigation at the Airport.

Through multiple meetings with the Los Angeles Water Board, Geosyntec has successfully negotiated a reduction in the number of required boring locations. Instead of the originally proposed seven, there will be two sampling locations extending to groundwater depths and four locations, each up to eight boring sites to 10 feet below ground surface.

To comply with the requirement in the Order for soil investigation and stormwater sampling, Geosyntec services under the proposed Agreement will be billable on a time and materials basis. The following Scope of Services are included in the proposed Agreement:

Scope	Total
Work Plan/Planning	\$ 54,000.00
Field Implementation	\$ 105,000.00
Subcontractors	\$ 181,000.00
Laboratory	\$ 79,000.00
PFAS Investigation Reports	\$ 98,000.00
Project Management/Regulatory Support	\$ 90,831.00
Total	\$ 607,831.00

Geosyntec is an employee-owned, practitioner-led firm with over 2,800 staff and approximately \$350 million in annual revenue, serving both public and private clients with strong financial stability. The firm has completed more than 400 PFAS-related projects, including extensive work at airports, demonstrating expertise in investigation, risk assessment, and remediation within complex operational and regulatory environments.

At the Airport, Geosyntec has been actively involved in PFAS investigations since 2019, developing strong site-specific knowledge, regulatory familiarity, and a relationship with the Los Angeles Water Board. The firm has supported data collection, advised on potential liabilities, and is recognized for its technical expertise, effective coordination, and trusted collaboration with both the Authority and regulatory agencies.

FUNDING

Funding for this investigation will be included in the FY 2027 budget request. Subject to conditions to meet the requirements of the approved Work Plan, additional funding beyond the 10% contingency may be sought.

RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Agreement with Geosyntec in the amount of \$607,831 and approve a 10% contingency in the amount \$60,000 for unforeseen circumstances to meet the requirements of the Order.

Exhibit: Professional Services Agreement

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
APRIL 20, 2026**

**REPLACEMENT PASSENGER TERMINAL PROGRAM MANAGER
JACOBS PROJECT MANAGEMENT COMPANY
CONTRACT AMENDMENT AND TASK ORDER AUTHORIZATION**

Presented by
John T. Hatanaka
Executive Director

SUMMARY

At its meeting on April 6, 2026, the Finance and Administration Committee (“Committee”) voted (3-0) to recommended that the Commission authorize Task Order No. 6, copy attached, in the amount of \$7,859,872 with Jacobs Project Management Co. (“Jacobs”) for Replacement Passenger Terminal (“RPT”) Project program management services.

In addition, Staff is requesting approval of a proposed Amendment No. 1 (“Amendment”), copy attached, to Jacob’s contract to change the expiration date from May 11, 2027, to May 1, 2028, and to increase the contract limit from \$42 million to \$47 million. These changes are to align with the anticipated duration of the demolition of the legacy facility, additional services, and project close out.

BACKGROUND

On April 27, 2022, Jacobs was awarded a five-year, Task Order–based Professional Services Agreement with a total contract limit of \$42 million.

The table below lists the Task Order authorizations and expenditures to date:

Date		Authorized	Actual Exp	Variance
April 27, 2022	TO 1	\$1,419,896	\$1,419,796	\$100
September 19, 2022	TO 2	\$1,463,250	\$1,125,722	\$337,528
December 19, 2022	TO 3	\$10,438,765	\$8,857,765	\$1,581,000
June 5, 2024	TO 4	\$11,726,841	\$11,456,998	\$269,843
July 21, 2025	TO 5	\$13,781,841	\$13,765,895	\$15,946
	Total	\$38,830,593	\$36,626,176	\$2,204,417

During the course of providing program management services for the RPT, Jacobs identified the need for additional subconsultants and specialized services that were required to successfully deliver the project. These needs could not have been fully identified at the onset of the project given the evolving complexity and coordination demands associated with the RPT.

To support the overall success of the project, Jacobs facilitated the procurement and implementation of these additional subconsultants and provided additional services beyond the

original scope. While necessary for effective project delivery, if Task Order No. 6 is approved, these additions will result in an increase above the original \$42 million limit for program management services.

Importantly, Jacobs has been under budget for Task Orders No. 1 through 4 and expects to remain under budget for Task Order No. 5 while incurring additional costs for the subconsultants and additional services. Monitoring of Jacobs' spending over the project demonstrates that, but for the implementation of the additional subconsultants and services outlined below, the program management effort would have come in well within the original \$42 million budget.

Below is a summary of subconsultants and additional services that were retained:

1. **Concept of Operations Plan** – Jacobs developed and prepared the terminal concept of operation plan in 2023 to outline how the RPT would operate. This plan also was used as a supplement to the project definition manual to inform the design requirements of the RPT and the foundation of the Operational Readiness and Transition (“ORAT”).
2. **Public Art Consultant** – As required by conditions of approval imposed by the City of Burbank, the project must provide public art to satisfy the City’s Art in Public Places ordinance. It was necessary to retain the services of a public art consultant to ensure compliance and facilitate the program. Jacobs retained a local consultant, Susan Gray, LLC with experience in developing and managing the implementing a number of public art programs in LA County.
3. **Special Inspections Services Subconsultant** – To ensure quality assurance during construction the project required a special inspections company to perform materials testing and inspections. Jacobs retained Smith Emery (S/E) in 2023 for these services with an original construction schedule based on 40-hour work week.

As construction progressed, HPTJV’s work schedule progressively changed, incorporating longer workdays, weekends and holidays to maintain the schedule. The significant increase in work hours has increased the manpower requirement from S/E to accommodate HPTJV’s construction pace increasing the value of the original contract by approximately \$5 million.

4. **Other services –**

Paleontologist – as required by the conditions of approval, prior to the commencement of site demolition and excavation, a paleontologist certified by the County of Los Angeles was retained in the event any subsurface archaeological resources were discovered during construction.

Enterprise Asset Management System (EAMS) – The Jacobs team assisted Staff with establishment of a foundation for an EAMS Program to define the program vision, mission, goals and objectives for the system to develop the program strategic framework. Jacobs developed the Request for Proposals to solicit proposals from EAMS vendors. At its meeting on January 20, 2026, the Commission awarded a contract to NextGen for EAMS services. Jacobs will continue to assist with the implementation of the entire system through terminal opening.

Concessions Support Services – Following the award of both the retail and food services concessions, a need was identified for greater coordination between the concessionaires and the HPTJV team. Jacobs augmented the project management staff with an experienced concessions project manager to assist in the implementation of the concessions program commencing in September 2025.

With the approval of the proposed Task Order No. 6 in the amount of \$7,859,872 the total contract will increase to \$44,486,048, which is \$2,486,048 above the original contract.

In addition, a future projected Task Order No. 7 in 2027 to address the legacy facility demolition, will result in an additional \$1,732,791 for a total of \$46,218,839. Including the projected Task Order 7, the amount over the original contract of \$42 million at project completion is approximately \$4,218,839.

Below is a summary of Task Orders that have been awarded, proposed as well as an estimated future task order for the demolition of the current facility.

Task Order 6 Summary (FY 2027)			
	Jacobs & Subconsultant labor		\$7,571,754
	3% Markup of Subconsultant's Labor		\$60,966
	Other Direct Cost (ODC) Expenses		\$227,152
Total for Task Order 6			\$7,859,872
Authorized and Expended to Date			
TO-1	Actual		\$1,419,796
TO-2	Actual		\$1,125,722
TO-3	Actual		\$8,857,765
TO-4	Actual		\$11,456,998
TO-5	Authorized		\$13,765,895
Total			\$36,626,176
Total (T.O. 1-5) plus Proposed T.O 6			\$44,486,048
PM/CM Contract			\$42,000,000
Current Variance			\$2,486,048
Projected Task Order 7 (FY2028 for demolition)			\$1,732,791
Total Projected Variance at Completion			\$4,218,839

FUNDING

As described above, approval of the proposed Task Order No. 6 will exceed the original contract value of \$42 million by \$2,486,048. This overage will be funded through the available owner's contingency.

Additional funding for the future estimated Task Order No. 7 in the amount of \$1,732,791 is also planned to be funded through the owner's contingency bringing the total forecasted use of owner's contingency for PM/CM services to \$4,218,839.

RECOMMENDATION

At its meeting on April 6, 2026, the Committee vote (3-0) to recommend that the Commission authorize Task Order No. 6 for Jacobs. Additionally, Staff recommends that the Commission approve a proposed Amendment to Jacobs' contract to extend the term to May 1, 2028 and change the contract limit to \$47 million.

Attachments: Jacobs Task Order No. 6 Proposal dated April 1,2026
Amendment No. 1 to Jacobs Professional Services Agreement

**Challenging today.
Reinventing tomorrow.**

April 1, 2026

Attn: John Hatanaka
Executive Director
Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505

Project name: Replacement Passenger Terminal (RPT)
Project no: PO #A7110

Subject: Task Order No. 6 – Phase 3 – Construction Phase Support Services Proposal (LTR-020)

Dear Mr. Hatanaka,

Jacobs Project Management Company (Jacobs) remains sincerely appreciative of the opportunity to support the Burbank-Glendale-Pasadena Airport Authority (BGPAA) over the past four years in the delivery of the Hollywood Burbank Airport Replacement Passenger Terminal (RPT) Project.

Since the groundbreaking ceremony in January 2024, the RPT has made tremendous progress. As construction continues at a rapid pace, the project is now transforming into the iconic terminal envisioned by BGPAA, reflecting both the Authority's commitment to excellence and the future of air travel at Hollywood Burbank Airport.

The project has achieved numerous significant milestones to date. A summary of several key milestones recently completed is provided below:

- a. *Dried in the Terminal*
- b. *Completed the Parking Garage Structure*
- c. *Completed Terminal and the Silver Screen Structural Steel*
- d. *Completed the Glass Curtain Wall installation*
- e. *Completed Taxiway A tie-in*
- f. *Commenced with Aircraft apron*
- g. *Completed the Terminal Terrazzo Flooring*
- h. *Baggage Handling System is 85% complete*

With this letter, we are transmitting the scope of services and associated budget for Jacobs' FY 2027 project management services, covering the period from July 1, 2026, through June 30, 2027, under Task Order No. 6, Phase 3 – Construction Phase Support Services, as defined in the Professional Services Agreement between Jacobs and BGPAA. This Task Order encompasses the final phase of construction support and will culminate in the completion and opening of the new RPT.

Jacobs will concurrently provide Phase 2 – Design Phase Support Services for the legacy facility demolition design scope while continuing with Phase 3 – Construction Support Services

Task Order No. 6 Scope of Services

- a. Design Oversight
- b. Plan of Financing Support
- c. Cost and Schedule Management
- d. Quality Assurance Activities

Date: 1 April 2026

Subject: Task Order No. 6 – Phase 3 – Construction Phase Support Services Proposal (LTR-020)



- e. Contract Administration Support Services
- f. Tracking and Reporting Functions
- g. Constructability Review
- h. Interface Management
- i. Construction Phasing and Safety Reviews
- j. Stakeholder Coordination
- k. Commissioning oversight
- l. Operational Readiness and Transition (ORAT)
- m. Enterprise Asset Management System implementation support
- n. As Needed Support to BGPAA

Design/Construction Phase Support Services

Jacobs will continue to function as an extension of Authority staff providing management and oversight of the Design Builder (DB) during the remainder of Design and Construction activities on the project. The following presents a list of the major deliverables anticipated during this next phase of the project.

1. Design

The DB will provide the following major deliverables during this phase:

- a. Scope development for the demolition of the existing terminal, short-term Parking Structure and existing building 8.

2. Construction

- a. As construction continues, the focus will remain on quality, schedule, budget, commissioning and Operational Readiness Activation and Transition (ORAT) activities for the RPT.

The following presents a summary of the specific services Jacobs will be providing under Task Order 6.

1. Design Oversight

While design is complete for the terminal, garage, airline support facility, site civil and site 5 package, Jacobs will continue to provide design oversight services for the demolition of the legacy facilities and design review of any change orders. Under these services Jacobs will continue to provide a design manager for the balance of design and construction administration. In addition, Jacobs will provide experienced technical professionals in various disciplines as needed to conduct design and shop drawing reviews. Jacobs will continue to provide Subject Matter Experts ("SMEs") as required for these reviews.

These SMEs include:

- a. Mechanical/Electrical/Plumbing (MEP)
- b. Baggage handling
- c. Structural Engineering
- d. Environmental/Sustainability
- e. IT/Special systems
- f. Landside
- g. Airside
- h. Concessions

Date: 1 April 2026

Subject: Task Order No. 6 – Phase 3 – Construction Phase Support Services Proposal (LTR-020)



Jacobs will continue monitoring the remaining design for compliance with the contract documents related to the development of the Computer-Aided Design and Drafting (CADD) drawings and Building Information Modeling (BIM) requirements.

Remaining design scope includes:

- a. Completion of the as-built plans and specifications and BIM Model.
- b. Plans and specifications for the demolition of the existing terminal, short-term parking structure and building 8.
- c. Any Owner requested design changes

During the remaining Design/Construction Phase, Jacobs will provide coordination of external and internal stakeholder input as required. Jacobs will facilitate any internal and/or external stakeholder design reviews as required.

2. Construction Management

Jacobs will continue monitoring construction activities on site during the Construction Phase as well as performing the following:

- a. Quality Assurance: Jacobs will continue to monitor construction quality and coordinate the required special inspections with the contractor and Burbank Building and Safety.
- b. Cost & Change Management: Jacobs will continue to oversee and manage the change order process working closely with the DB and Authority staff to validate the merit and pricing of DB change orders.
- c. Construction Scheduling: Jacobs will continue to provide schedule management support during the Construction Phase of the project. Jacobs will review the baseline project schedule for compliance along with analyzing all monthly schedule updates from the DB to monitor construction progress. The schedule analysis will focus on overall logic, activity relationships, critical path activities to the overall project completion and progress assessment. Jacobs' construction manager and construction logistics coordinator will work closely with the DB to monitor rephasing and resequencing of the work as required to maintain the overall project schedule.
- d. Project Controls Management: Jacobs will manage the Project Management Information System to coordinate and process RFIs, change orders, construction directives along with all other project related correspondence.
- e. Management of the Project Labor Agreement and monitoring of DB compliance.
- f. Authorities Having Jurisdiction: Jacobs will continue coordination with the City of Burbank Building and Safety Department, Burbank Water and Power, FAA and TSA.
- g. Environmental: Conduct routine inspections to monitor compliance with environmental regulations and storm water pollution prevention.
- h. Safety Management: Monitor the DB's compliance with the project site safety plan, construction safety observations and reporting, conduct daily construction site safety walks, review and monitor safety metrics.

3. Project Management

In addition to the services related to the DB deliverables listed above, Jacobs will continue to provide ongoing project management support. These activities will include:

- a. Invoice Management: Jacobs will assist Authority staff with invoice processing. All DB invoices will be reviewed for accuracy, contract compliance, and validation that the costs being invoiced are only for work that has been properly completed. Jacobs will submit compliant invoices to the Authority for payment.
- b. Cost Tracking: Jacobs will work closely with the DB and Authority staff to track the cost of the construction elements to support federal funding requirements.
- c. Monthly Status Updates: Jacobs will provide monthly project status updates to the Authority. Updates will be provided to the Commission, its standing committees, and others as requested.
- d. Jacobs will continue to provide support and coordination with the regulatory agencies during the performance of work.
- e. Continued maintenance and updating of the Project Risk Register.
- f. In addition to design oversight, Jacobs will continue to lead the Art in Public Places activities. Jacobs continues to have an art consultant on retainer who will continue to assist in the coordination of the public art program with the City of Burbank. Authority staff and Jacobs will continue to work closely with the DB to ensure the art program is integrated into final design and construction.
- g. Operational readiness and transition (ORAT): Jacobs will continue all ORAT activities with a focus on Day One readiness.
- h. Jacobs will continue to assist BGPAA with the enterprise asset management system procurement and implementation of the system.
- i. ORAT management, coordination and oversight.
- j. Management and oversight of the RPT concessions buildout in the RPT.
- k. In addition, Jacobs will begin the project closeout activities with HPTJV as they begin to close out their subcontracts.

4. Additional Services

During the course of providing project management services for the RPT, Jacobs identified the need for additional subconsultants and specialized services that were required to successfully deliver the project. These needs could not have been fully identified at the onset of the project given the evolving complexity, and coordination demands associated with the RPT.

To support the overall success of the project, Jacobs facilitated the procurement and implementation of these additional subconsultants and provided additional services beyond the original scope. While necessary for effective project delivery, these additions have resulted in Jacobs exceeding the original \$42 million project management budget.

Importantly, Jacobs has consistently been under budget for Task Orders 1 through 4 and expects to remain under budget for Task Order 5 while incurring additional costs for the subconsultants and additional services. Monitoring of Jacobs' spending over the project demonstrates that but for the implementation of the additional subconsultants and services outlined below, the project management services would have come in well within the original \$42 million budget.

Below is a summary of subconsultants and additional services that were retained:

1. **Concept of Operations Plan** – Jacobs developed and prepared the terminal concept of operation plan in 2023 to outline how the new RPT would operate. It also was used as a manual to supplement the project definition manual to inform the design requirements of the new RPT and the foundation of the ORAT below.
2. **Public Art Consultant** – As required the Development Agreement with the City of Burbank, the project required the implementation of the Art in Public Places program, it was necessary to retain the services of an Art in Public places consultant to ensure compliance and facilitate the program. Jacobs retained a local consultant, Susan Gray, LLC with experience in developing and managing the implementing a number of public art programs in LA County.
3. **Special Inspections Services Subconsultant** – To ensure quality assurance during construction, a special inspections company to perform materials testing and inspections. Jacobs retained Smith Emery (S/E) in 2023 for these services with an original construction schedule based on 40-hour work week. As construction progressed, HPTJV's work schedule progressively changed, incorporating longer workdays, weekends and holidays to maintain the schedule. The significant increase in work hours has increased the manpower requirement from S/E to accommodate HPTJV's construction pace increasing the value of the original contract by approximately \$5 million.
4. **Other services** –
 - Paleontologist** – as required under the Development Agreement, prior to the commencement of site demolition and excavation, a paleontologist certified by the County of Los Angeles that has experience in the Los Angeles County area in monitoring construction site demolition and excavation was retained in the event any subsurface archaeological resources were discovered during construction.
 - Enterprise Asset Management System (EAMS)** – The Jacobs Team assisted Staff to establish a foundation for its EAMS Program to define the program vision, mission, goals and objectives for the system to develop the program strategic framework. Jacobs developed the Request for Proposal to solicit proposals from vendors that provide EAM systems. At its meeting of January 20, 2026, the Commission awarded a contract for EAMS to NextGen for services. Jacobs will continue to assist with the implementation of the entire system through terminal opening.
 - Concessions Support Services** – Following the award of both the retail and food services concessions, a need was identified for greater coordination between the concessionaires and the HPTJV team. Jacobs augmented the project management staff with an experienced concessions project manager to assist in the implementation of the concessions program commencing in September 2025.

Date: 1 April 2026

Subject: Task Order No. 6 – Phase 3 – Construction Phase Support Services Proposal (LTR-020)



Cost Estimate

Jacobs' estimated cost for Task Order No. 6 is \$7,859,872. This amount is inclusive of Jacobs' labor, subcontractor support, and other direct costs.

In addition, Jacobs is requesting a time extension to the original contract expiration date, extending it from May 11, 2027, to May 1, 2028, to align with the anticipated duration of the demolition of the legacy facility and project close out.

Jacobs appreciates the continued opportunity to support BGPAA in this exciting project. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Perry L. Martin".

Perry L. Martin
Sr. Program Manager
754-215-1770

A handwritten signature in black ink that reads "Ronald C. Siecke".

Ronald C. Siecke, P.E.
V.P. Principal-In-Charge
310-488-1466

Date: 1 April 2026

Subject: Task Order No. 6 – Phase 3 – Construction Phase Support Services Proposal (LTR-020)



Jacobs Task Order Summary

Task Order 6 Summary (FY 2027)					
		Jacobs & Subconsultant labor			\$7,571,754
		3% Markup of Subconsultant's Labor			\$60,966
		Other Direct Cost (ODC) Expenses			\$227,152
TOTAL TO-6					\$7,859,872
Committed to Date					
	TO-1	Actual			\$1,419,796
	TO-2	Actual			\$1,125,722
	TO-3	Actual			\$8,857,765
	TO-4	Actual			\$11,456,998
	TO-5	Authorized			\$13,765,895
TOTAL Committed					\$36,626,176
ADD	TO-6				\$7,859,872
TOTAL Committed TO-1,2,3,4,5 & 6					\$44,486,048
Original PM/CM Budget					\$42,000,000
Current Variance					\$2,486,048
Projected Task Order 7 (FY2028)					\$1,732,791
TOTAL Projected Variance at Completion					\$4,218,839

Date: 1 April 2026

Subject: Task Order No. 6 – Phase 3 – Construction Phase Support Services Proposal (LTR-020)



Other Direct Costs Summary

Monthly Expense Estimate						
Category			Monthly Estimate		No. of Months	Totals
Office Supplies			\$229.00		12	\$2,752
Meals for lunch workshops			\$583.00		12	\$7,000
Unifier document control software						\$85,000
Site Vehicles (4)			\$3,000.00		12	\$36,000
Site Vehicle fuel			\$800.00		12	\$9,600
Air Fare			\$2,666.00		12	\$32,000
Lodging and Meals			\$2,666.00		12	\$32,000
Rental Vehicles			\$333.00		12	\$4,000
Rental Vehicle Fuel			\$416.00		12	\$5,000
Internet/WiFi			\$400.00		12	\$4,800
Travel Mileage			\$333.00		12	\$4,000
Travel-Taxi/Tolls/Parking			\$250.00		12	\$3,000
Project Safety Expenses			\$166.00		12	\$2,000
Total						\$227,152



Challenging today.
Reinventing tomorrow.

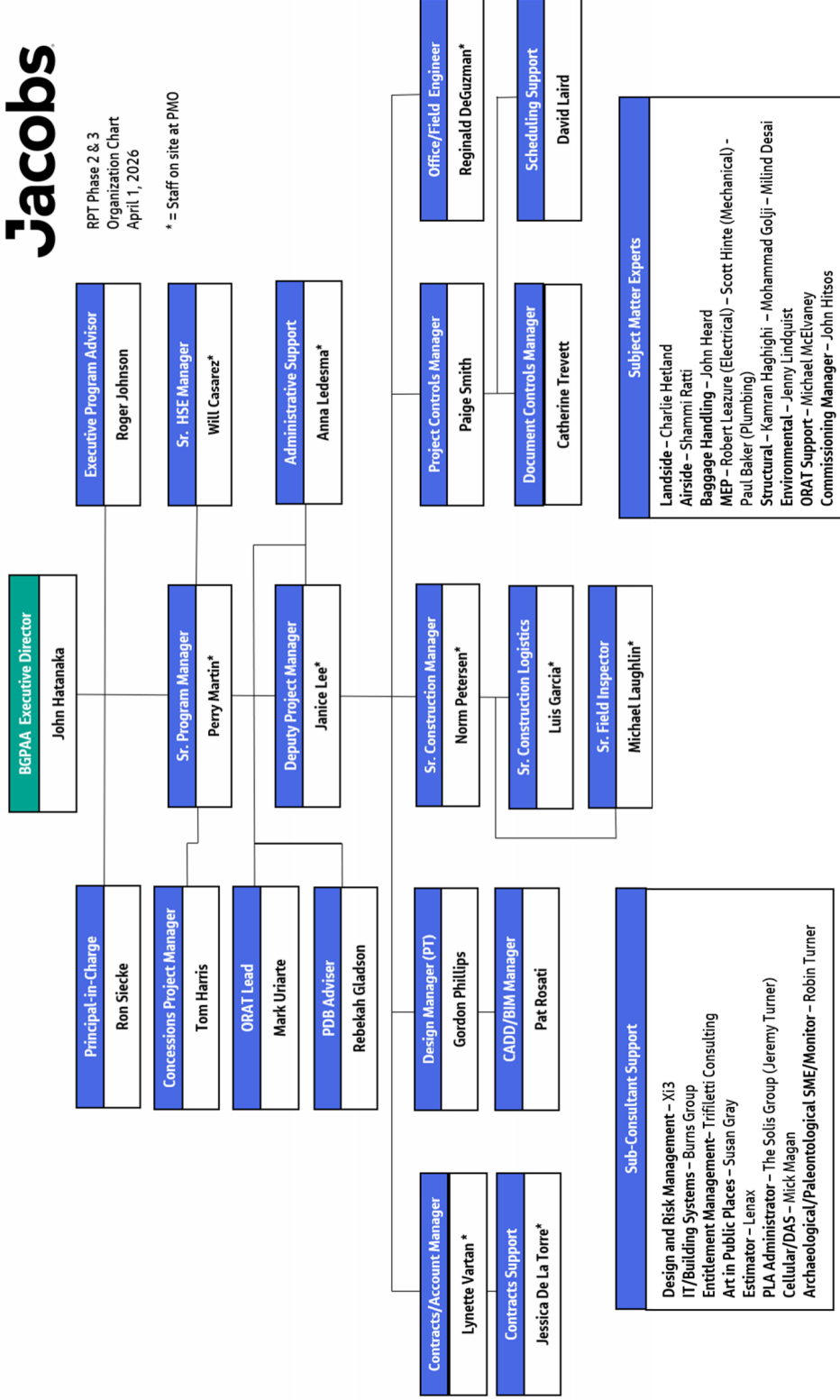
3061 North Hollywood Way
Burbank, CA 91505
United States
T -754-215-1770
www.jacobs.com

Organization Chart



RPT Phase 2 & 3
Organization Chart
April 1, 2026

* = Staff on site at PMO



NOTE: Jacobs does not anticipate any changes with the core staff currently managing the RPT Project.



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"/>
Estimated not-to-exceed amount:	\$ _____
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

MONTH TO MONTH OFFICE LEASE

BETWEEN

**BURBANK-GLENDALE-PASADENA
AIRPORT AUTHORITY**

AND

[NAME OF TENANT]

TABLE OF CONTENTS

Page

1.	DEFINITIONS; RULES OF INTERPRETATION.....	1
1.1	Definitions.....	1
1.2	Rules of Interpretation	4
2.	EFFECTIVE DATE; EARLY ACCESS	4
2.1	Effective Date	4
2.2	Commencement Date; Month-to-Month Lease	4
2.3	Right to Terminate	4
2.4	Early Access.....	5
2.5	[No Warranty Regarding RPT Opening Schedule.....	5
3.	LEASE; LICENSE OF CERTAIN OTHER FACILITIES	5
3.1	Leased Premises.....	5
3.2	License to Certain Other Areas.....	5
3.3	Acceptance As-Is	6
3.4	Civil Code Section 1938 Disclosures	6
3.5	Title; Reservations to Landlord	6
3.6	Landlord’s Right of Access	7
3.7	Qualified Commercial Tenant Status.....	7
4.	RENT	7
4.1	Obligation to Pay Rent.....	7
4.2	Base Rent	7
4.3	Additional Rent.....	9
4.4	Interest on Past Due Payments.....	10
4.5	Payment.....	10
4.6	NO ABATEMENT OR SETOFF	10
4.7	Net Lease	10
4.8	Financial Information.....	11
5.	TAXES, ASSESSMENT, AND CHARGES.....	11
5.1	Prompt Payment.....	11
5.2	Exclusions from “Taxes”	11
5.3	Bills Forwarded by Landlord.....	12
5.4	Tenant’s Contest of Taxes	12
5.5	Payment by Landlord.....	12
5.6	Survival.....	12
6.	DISCLAIMER OF LIENS.....	12
6.1	Creation of Liens Prohibited.....	12
6.2	Prompt Discharge Upon Creation.....	13
6.3	No Consent by Landlord.....	13
6.4	Survival.....	13
7.	UTILITIES; TRASH, RECYCLING, PEST CONTROL; FIRE AND SECURITY	13
7.1	Utilities.....	13
7.2	Trash Removal, Recycling, Pest Control.....	13
7.3	Security and Fire Protection.....	13
7.4	Locks to Leased Premises Entrance.....	14

8.	COMPLIANCE WITH LAWS; LICENSES, PERMITS	14
8.1	Laws	14
8.2	Cooperation.....	14
8.3	Licenses and Permits.....	14
9.	USE OF LEASED PREMISES	14
9.1	Use of Leased Premises	14
9.2	Conduct of Tenant’s Activities	14
9.3	Manner of Use.....	15
9.4	No Interference with Utilities, Fire Exits and Emergency Personnel.....	15
9.5	Signs; Promotional Displays.....	16
9.6	Vending Machines	16
9.7	Tenant Acknowledgments	16
9.8	Airport Security	17
9.9	Quiet Enjoyment	18
10.	MAINTENANCE AND REPAIRS	18
10.1	Tenant’s Obligations	18
10.2	Landlord’s Standards	18
10.3	Permitted Repairs by Landlord	19
10.4	Landlord’s Obligations to Repair.....	19
10.5	Limitation of Landlord Obligations; Tenant Waiver	19
10.6	Landlord Cure	20
11.	ALTERATIONS AND IMPROVEMENTS	20
11.1	Construction.....	20
11.2	Landlord Assumption of Alteration	21
11.3	No Liability of Landlord.....	21
11.4	Payment.....	22
12.	INSURANCE.....	22
12.1	Required Insurance	22
12.2	Adjustment of Required Insurance	23
12.3	Policy Requirements	23
12.4	No Limitation of Liability.....	24
12.5	Waivers of Subrogation Rights.....	24
13.	INDEMNIFICATION; EXCULPATION	24
13.1	Indemnification	24
13.2	Exculpation of Landlord from Liability.....	25
14.	DAMAGE AND DESTRUCTION.....	25
14.1	Partial Damage or Destruction.....	25
14.2	Total Destruction	26
14.3	Waiver by Tenant.....	26
15.	NO ASSIGNMENT, ENCUMBRANCES OR SUBLET	26
15.1	Prohibited.....	26
15.2	Change of Tenant Ownership	26
16.	EMINENT DOMAIN	27
16.1	Entire or Substantial Taking	27
16.2	Partial Taking.....	27
16.3	Awards	27

16.4	Sale Under Threat of Condemnation	27
16.5	Condemnation by Landlord	27
16.6	Landlord’s Exercise of Right Not a Taking.....	28
17.	SUBORDINATION.....	28
17.1	Subordination.....	28
17.2	Attornment	28
18.	DEFAULTS AND REMEDIES	28
18.1	Default Events.....	28
18.2	Remedies.....	29
18.3	Waiver of Claims	30
18.4	Waiver of Rights of Redemption	30
18.5	No Waiver by Landlord	30
18.6	Cumulative Remedies	30
18.7	Performance of Tenant’s Covenants by Landlord	31
18.8	Excuse of Performance by Landlord.....	31
18.9	Default by Landlord.....	31
19.	SURRENDER AT END OF TERM.....	31
19.1	Peaceable Surrender.....	31
19.2	Handling of Approved Alterations.....	31
19.3	Removal of Personal Property	32
19.4	Duty to Repair Damage; Removal and Repair Cost	32
19.5	Waiver; Property Not Removed.....	32
19.6	No Right to Occupy After Lease Termination.....	32
19.7	Survival.....	32
20.	COMMON USE FACILITIES	33
20.1	Non-Exclusive Right to Use	33
20.2	Reservation of Right to Make Changes	33
20.3	Damages Caused by Tenant Party	33
21.	TRANSFER OF LANDLORD’S INTEREST.....	33
22.	SECURITY DEPOSIT.....	33
22.1	Security Deposit.....	33
22.2	Amount	33
22.3	Draw Upon Default.....	33
22.4	Replenishment.....	34
22.5	Tenant Waiver.....	34
22.6	Release Upon Termination	34
23.	ENVIRONMENTAL MATTERS	34
23.1	Toxic Materials; General Compliance with Environmental Law	34
23.2	Environmental Sustainability Programs	36
24.	OFFSET STATEMENT	37
24.1	Delivery.....	37
24.2	Reliance.....	37
25.	MISCELLANEOUS	37
25.1	Lease Interpretation	37
25.2	Further Assurances.....	38
25.3	Contractor Warranties.....	38

25.4	Disclaimer of Partnership or Agency.....	38
25.5	Waivers	38
25.6	Successors and Assigns.....	39
25.7	No Merger.....	39
25.8	Executive Director	39
25.9	Reasonable Exercise of Rights and Performance	39
25.10	Exhibit Updates.....	39
25.11	Waiver of Jury Trial.....	39
25.12	Notices	39
25.13	No Brokers	40
25.14	Recording.....	40
25.15	Governing Law; Venue.....	40
25.16	Attorneys' Fees	40
25.17	Force Majeure	40
25.18	Exhibits	40
25.19	Authority of Person Signing for Tenant.....	41
25.20	Electronic Signature.....	41
25.21	Counterparts.....	41

Exhibit A	Description of Leased Premises
Exhibit B	Early Access Memorandum
Exhibit C	Tenant Improvement Request Form
Exhibit D	Federal Requirements

MONTH TO MONTH OFFICE LEASE

THIS MONTH TO MONTH OFFICE LEASE (“Lease”) is dated _____, 20__ for reference purposes, and is executed by the BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, a California joint powers agency (“Landlord”), and _____, a _____ (“Tenant”).

R E C I T A L S

A. Landlord is the owner and operator of the Bob Hope Airport (commonly known as “Hollywood Burbank Airport”) (“Airport”).

B. Landlord is constructing a new passenger terminal (“Replacement Passenger Terminal”), expected to open in October 2026.

C. Tenant desires to lease office space in the Replacement Passenger Terminal building for office use pursuant to this Lease.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS; RULES OF INTERPRETATION.

1.1 Definitions.

As used in this Lease, unless a different meaning is clearly required, the following capitalized terms shall have the meanings set forth below.

Additional Rent	Any amount owed to Landlord under this Lease, other than Base Rent.
Airport	Bob Hope Airport (commonly known as “Hollywood Burbank Airport”).
Airport Manager	Person engaged by the Authority Commission to function as the manager of the Airport. As of the execution of this Lease, the Airport Manager is TBI Airport Management, Inc., a Delaware corporation.
Airport Rules and Regulations	July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.
Airport Terminal	The Replacement Passenger Terminal (under construction as of the execution of this Agreement) in the northeast quadrant of the Airport, including all user movement areas, public areas, baggage claim areas, interconnecting hallways, and concourses.

Alterations	As defined in Section 11.1.1.
Approved Alterations	As defined in Section 11.1.2.
Authority Commission	Burbank-Glendale-Pasadena Airport Authority Commission.
Base Rent	The portion of Rent, payable monthly, as described in Section 4.2.
Claims	Demands, claims, actions, causes of action, proceedings, judgments, awards, damages, fines, penalties, liabilities, obligations, losses, costs, and expenses (including attorneys' fees) of any nature whatsoever, whether now existing or subsequently arising, known or unknown, foreseen or unforeseen, fixed or contingent.
Commencement Date	As defined in Section 2.2.
Common Use Facilities	Collectively: (i) public areas of the Airport, Airport roadways and common-use roadways, and (ii) such other areas as Landlord may from time to time make available or designate as "Common Use Facilities" for the purpose of this Lease.
Default Event	As defined in Section 18.1.
Early Access Date	Date on which Tenant is granted non-exclusive right to enter and use the Leased Premises pursuant to Section 2.4.
Early Access Date Memorandum	As defined in Section 2.4.1.
Early Access Period	The period between the Early Access Date and the Commencement Date.
Environmental Laws	As defined in Section 23.1.1.
Executive Director	Burbank-Glendale-Pasadena Airport Authority Executive Director (or, in the absence of the Executive Director, such other Authority officer designated by the Authority Commission) or such person's designee.
Effective Date	As defined in Section 2.1.
FAA	Federal Aviation Administration.
Federal Requirements	FAA requirements set forth in the attached Exhibit D.

GSE	Ground support equipment.
HVAC	Heating, ventilation, and air conditioning.
Landlord	Burbank-Glendale-Pasadena Airport Authority.
Landlord Parties	Landlord, the Airport Manager, the Cities of Burbank, Glendale, and Pasadena, and their respective officers, officials, directors, employees, agents, representatives, contractors, and volunteers.
Leased Premises	As defined in Section 3.1.2 and described in Exhibit A.
Lien	As defined in Section 6.1.
Prevailing Wage Law	Labor Code Sections 1720 et seq. and associated regulations and California Department of Industrial Relations requirements.
Rent	Rent payable by Tenant under this Lease, consisting of Base Rent and Additional Rent.
Required Insurance	As defined in Section 12.1.
Required Tenant Maintenance Notice	As defined in Section 10.1.2.
Retained Alterations	As defined in Section 19.2.2.1.
RPT Opening Date	Date on which the Airport Terminal will be opened to the travelling public and serves commercial flights.
Security Deposit	As defined in Section 22.1.
Security Requirements	As defined in Section 9.8.1.
Senior Lien	As defined in Section 17.1.
Senior Lienholder	As defined in Section 17.1.
Taking Adjustment Date	As defined in Section 16.2.
Taxes	As defined in Sections 5.1 and 5.2.
Tenant	[TENANT NAME]
Tenant Improvement Request	As defined in Section 11.1.1.

Tenant Parties	Tenant and its owners, shareholders, partners, members, directors, officers, employees, agents, representatives, contractors, volunteers, subtenants, successors and assigns.
Tenant's Share	As defined in Section 4.3.
Toxic Materials	As defined in Section 23.1.1.

1.2 Rules of Interpretation.

1.2.1 General. Unless otherwise indicated or apparent from the context, the following rules of interpretation shall apply. The singular includes the plural and vice versa. The term "shall" is mandatory and the term "may" is permissive. The term "day" means calendar day. The term "business day" means a non-holiday weekday. The term "regular business hours" means the period from 8:00 a.m. PST to 5:00 p.m. PST on a business day. The phrase "for [number] days" means for [number] consecutive days. The phrase "at any time" means at any time and from time to time. The terms "include," "includes," and "including" are illustrative and non-exhaustive. The term "person" includes natural persons and firms, associations, partnerships, trusts, corporations, public agencies, and other legal entities.

1.2.2 Cross-References. Cross-references are to sections of this Lease unless otherwise indicated or apparent from the context.

1.2.3 Law References. References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of such statute, regulation, or ordinance.

1.2.4 Fair Meaning. This Lease shall be construed according to its fair meaning, and not strictly for or against either party.

2. EFFECTIVE DATE; EARLY ACCESS.

2.1 Effective Date. The Effective Date is _____, 20___. This Lease shall constitute the parties' binding agreement as of the Effective Date.

2.2 Commencement Date; Month-to-Month Lease. The Commencement Date shall be [the RPT Opening Date]. Thereafter, this Lease shall continue month-to-month until terminated pursuant to the terms hereof.

2.3 Right to Terminate. Either party shall have the right to terminate this Lease, at any time upon 30 days' notice. Landlord shall also have the right to terminate upon a Default Event pursuant to Section 18.

2.4 Early Access.

2.4.1 Early Access Date. Upon request, Landlord may, in its sole discretion, grant Tenant the non-exclusive right to enter and use the Leased Premises before the Commencement Date to install furniture and equipment, and perform other work in preparation for Tenant's operation at the Leased Premises. The parties shall execute a memorandum substantially in the form of Exhibit B ("Early Access Date Memorandum") to document the Early Access Date.

2.4.2 Terms During Early Access Period. During the Early Access Period, Tenant's use and occupancy of the Leased Premises shall be subject to all of the terms and conditions of this Lease (including maintenance of Required Insurance), except that Tenant's obligation to pay Base Rent under Section 4.2 and utility charges under Section 4.3.1 shall not start until the Commencement Date.

2.4.3 Cooperation During Early Access Period. To the extent Landlord or its contractors or consultants are also performing work in the Leased Premises during the Early Access Period, Tenant shall not unreasonably interfere with, or delay, access by Landlord or Landlord's contractors or consultants and shall coordinate with Landlord and its contractors and consultants to minimize any interference or delay with respect to each party's work during the Early Access Period.

2.5 [No Warranty Regarding RPT Opening Schedule. **Section to be deleted for leases that start after the RPT Opening Date**] As of execution of this Lease, Landlord anticipates RPT Opening Date (and thus the Commencement Date) to be October 13, 2026. However, Landlord makes no warranty regarding specific timing. Landlord shall not be liable to Tenant for any costs or damages, direct or indirect, resulting from a delay of the RPT Opening Date. Tenant shall not be entitled to any Rent reduction or other financial accommodation in the event of a delay of the RPT Opening Date.

3. LEASE; LICENSE OF CERTAIN OTHER FACILITIES.

3.1 Leased Premises.

3.1.1 Lease. As of the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises.

3.1.2 Leased Premises. "Leased Premises" shall consist of the unit location(s) (including any improvements and modifications thereof) in the Airport Terminal described in Exhibit A. No other part of the Airport Terminal or the Airport shall be a part of the Leased Premises.

3.2 License to Certain Other Areas. As an appurtenance to Tenant's leasehold estate in the Leased Premises, Landlord grants to Tenant a non-exclusive license to use the Common Use Facilities subject to the terms of this Lease.

3.3 Acceptance As-Is.

3.3.1 Inspection Opportunity Before Commencement Date. No later than 30 days before the Commencement Date (or such other mutually agreed shorter period), the parties shall schedule a meeting, during which Tenant shall have an opportunity to inspect the Leased Premises.

3.3.2 As-Is. Tenant accepts the Leased Premises “as is, where is, and with all faults” as of the Commencement Date and such acceptance is made with the agreement that the Leased Premises are in a good and tenantable condition. Except as specifically provided herein, Landlord is not obligated to make any repairs or alterations to the Leased Premises.

3.4 Civil Code Section 1938 Disclosures. Tenant acknowledges that, as of the execution of this Lease and as of the Commencement Date, the Leased Premises, the building in which they are located and any other areas that may be used by Tenant under this Lease (together, “subject premises”) have not been inspected by a Certified Access Specialist (CASp). Additionally, the parties acknowledge the disclosure specified in Civil Code Section 1938(e), which states:

“A [CASp] can inspect the subject premises and determine whether they comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, a commercial property owner or lessor may not prohibit a lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties must mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the subject premises.”

Landlord has no obligation to obtain or pay for such an inspection report, or to make or pay for any related repairs (all of which shall be the responsibility of Tenant).

3.5 Title; Reservations to Landlord.

3.5.1 Existing Encumbrances. Tenant accepts the Leased Premises subject to all existing easements and other encumbrances.

3.5.2 Landlord’s Reservation of Rights. Landlord reserves the right, without obligation, to install, lay, construct, maintain, repair, and replace utilities and appurtenances in, over, upon, through, across, under, and along the Leased Premises (including any Alterations) or any part thereof, and to enter the Leased Premises for any such purpose. Landlord also reserves the right to grant licenses, easements, rights of way, and permits in, over, upon, through, across, under, and along any and all portions of the Leased Premises. No right

reserved by Landlord in this Section shall be so exercised to interfere unreasonably with Tenant's use of the Leased Premises as provided in this Lease.

3.6 Landlord's Right of Access.

3.6.1 Right of Access. Subject to Section 3.6.2, Landlord shall have free access to the Leased Premises during all reasonable hours, or at any time in the event of an emergency:

(i) For the purposes of ascertaining if the Leased Premises and any Alterations are in good repair, inspecting any work in progress, and making repairs that Landlord may be permitted to make under this Lease.

(ii) For other purposes required by or incidental to Landlord's duties under this Lease or in Landlord's capacity as owner of the Airport.

(iii) At any time following a notice of termination under this Lease, for the purpose of exhibiting the Leased Premises to prospective purchasers or tenants.

3.6.2 Manner of Entry. Landlord's entry shall be made upon 24-hour notice to Tenant and in a manner that will not unreasonably interfere with Tenant's use of the Leased Premises, except in case of emergency. In case of an emergency, Landlord shall give notice as soon as practicable under the circumstances and in a manner consistent with the nature of the emergency. In non-emergency situations, Landlord shall exercise such right of access with reasonable frequency and shall exercise commercially reasonable efforts to be accompanied by Tenant's representative. If a Tenant representative is not present to open and permit entry, Landlord may enter using duplicate keys provided by Tenant per Section 7.4 or by means of master keys (and, in the case of emergency, may enter forcibly) and shall incur no liability to Tenant as a result of such entry, except for any gross negligence or willful misconduct on the part of a Landlord Party.

3.7 Qualified Commercial Tenant Status. Tenant represents and warrants that Tenant is not a "qualified commercial tenant" within the meaning of Civil Code Section 1946.1.

4. RENT.

4.1 Obligation to Pay Rent. Tenant shall pay Rent to Landlord in the amounts and at the times prescribed below. Rent consists of Base Rent and Additional Rent.

4.2 Base Rent.

4.2.1 Due Monthly In Advance. Base Rent shall be payable monthly, in advance, on the first day of each calendar month; provided that the first installment shall be due on the Commencement Date. The Base Rent for any partial calendar month shall be prorated based on the number of days in that calendar month.

4.2.2 Initial Base Rent. From the Commencement Date to the end of the first 12 full calendar months after the Commencement Date, the monthly Base Rent shall be \$_____.

4.2.3 Annual Base Rent Adjustment.

4.2.3.1 Definitions

4.2.3.1.1 The term “Adjustment Date” shall mean first day of the calendar month after the end of the first 12 full calendar months after the Commencement Date and each anniversary thereafter.

4.2.3.1.2 The term “Adjustment Index” shall mean, as related to each Adjustment Date, the Consumer Price Index for the month of _____ preceding such Adjustment Date.

4.2.3.1.3 The term “CPI Increase” shall mean the percentage increase in the Consumer Price Index (calculated by subtracting the Prior Index from the Adjustment Index and then dividing the result by the Prior Index).

4.2.3.1.4 The term “Consumer Price Index” shall mean the Consumer Price Index for All Urban Consumers for the Los Angeles – Long Beach – Anaheim statistical area (CPI-U) (1982-84 =100) (the “Index”) published by the United States Department of Labor, Bureau of Labor Statistics.

4.2.3.1.5 The term “Prior Index” shall mean, as related to an Adjustment Date, the Consumer Price Index used as the Adjustment Index on the prior Adjustment Date (or in the case of the first adjustment, the Consumer Price Index for the month of _____ of the prior calendar year).

4.2.3.2 Annual Adjustments. On each Adjustment Date, the Annual Base Rent shall be increased by the greater of (i) 3%, or (ii) 120% of the CPI Increase (rounded to the nearest hundredth); however, in no event shall an annual increase be greater than 6%. The following illustrates the calculation:

Step 1: Determine CPI Increase

$$\frac{\text{Adjustment Index} - \text{Prior Index}}{\text{Prior Index}} = \text{CPI Increase}$$

Step 2: Compare 120% of CPI Increase (i.e., CPI Increase multiplied by 1.2) against the minimum (3%) and the maximum (6%)

<u><i>If 120% of CPI Increase is:</i></u>	<u><i>For the new Annual Period, the Annual Base Rent will:</i></u>
Less than or equal to 3%	Increase by 3%
Greater than 3% but less than 6%	Increase by 120% of CPI Increase
Equal to or greater than 6%	Increase by 6%

4.2.3.3 CPI Changes. If the Consumer Price Index is changed so that the base year differs from that used for the Prior Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised, such other governmental index or computation with which it is replaced shall be used.

4.3 Additional Rent. Additional Rent shall consist of the following. Except as otherwise specified in this Lease, Tenant's payment in each case shall be due 30 days from Tenant's receipt of Landlord's invoice. The term "Tenant's Share" means: (i) a fraction, the numerator of which is the square footage of the Leased Premises and the denominator of which is the total square footage of the buildings for which the services are provided, or the cost is incurred, by Landlord; or (ii) upon written notice to Tenant, such other fraction reasonably determined by Landlord in light of prevailing circumstances.

4.3.1 Utilities Cost. Tenant shall be responsible for the timely payment of all charges (including service charges, usage fees, connection fees, related taxes and assessments, and any penalty caused by Tenant's delinquency or error), when due, for telephone, internet access, power, and other utilities supplied to or used in the Leased Premises. For charges that are invoiced to Landlord by the utility provider, Tenant shall pay Landlord pursuant to Landlord's invoice. Landlord's invoice shall be based on the rates charged to Landlord by the applicable utility provider. If the utility service is used jointly by Tenant and other Airport users and Tenant's portion of the usage cannot be easily ascertained (e.g., by meter), Landlord shall invoice based on Tenant's Share.

4.3.2 Parking. Landlord has no obligation to provide vehicle parking spaces to any Tenant Party. Upon Tenant's request, Landlord may, in its sole discretion, make spaces available at locations in common with employees of other Airport tenants. To the extent that Landlord provides parking spaces, Landlord shall charge Tenant a monthly fee based on the then-current rate for such spaces. Such parking fees shall be due upon receipt of invoice from Landlord.

4.3.3 Other Services. If Landlord provides other services with respect to the Leased Premises (such as janitorial, maintenance, repair) at Tenant's written request, which Landlord is not obligated to provide, then Tenant shall pay according to Landlord's invoice. Landlord shall calculate the invoice amount based on Tenant's Share of the related cost to Landlord and may include an administrative charge.

4.3.4 Taxes and Charges Paid by Landlord. Tenant shall reimburse Landlord for Landlord's payment for the discharge or adjustment of Taxes and Liens pursuant to Section 5 or Section 6.

4.3.5 Administrative Charge. For any invoice from Landlord to Tenant under Section 4.3.1 and Section 4.3.3, Landlord may include an administrative charge reasonably determined to cover Landlord's related administrative cost.

4.3.6 Other Amounts Owed under this Lease. In addition to the foregoing, Additional Rent shall also include all other amounts owed to Landlord (except for Base Rent) pursuant to this Lease.

4.4 Interest on Past Due Payments. Any amount due from Tenant to Landlord pursuant to this Lease which is not paid within 10 days of the due date shall bear interest from the due date until paid, at a rate equal to the lower of: (i) the primary discount rate established by the Federal Reserve Board in effect on the due date; or (ii) the maximum rate permissible by law. The payment of any interest pursuant to this Section shall not excuse or cure any default by Tenant with respect to its obligations to pay any amount due from Tenant pursuant to this Lease.

4.5 Payment.

4.5.1 Payment in Lawful Money; Acceptance Without Prejudice. All payments to Landlord shall be paid in lawful money of the United States of America. Landlord may accept payment without prejudice to its right to recover the balance of such amount due and to pursue any other available remedies.

4.5.2 Clear Remittance Details. Each payment shall be accompanied with a detailed remittance advice, or clear instructions, outlining what charges are being paid.

4.5.3 Direct Deposit. If requested by Tenant, Landlord shall furnish bank wire instructions in order for Tenant to pay by direct deposit into Landlord's bank account.

4.5.4 Charges by Intermediary. Tenant shall be responsible for any charges imposed by a financial institution for the transmission of a payment to Landlord.

4.5.5 Delivery Address. Unless otherwise directed by Landlord in writing, payment (or remittance advice, if payment made via Automated Clearing House (ACH) or Electronic Fund Transfer (EFT) or similar method) required by this Lease shall be made payable to "Burbank-Glendale-Pasadena Airport Authority" and delivered to Landlord's Controller at the address set forth in Section 25.12, with an electronic copy to AR@bur.org.

4.6 NO ABATEMENT OR SETOFF. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED IN SECTION 14.1, TENANT SHALL IN NO EVENT BE ENTITLED TO ANY ABATEMENT OR SETOFF OF, OR REDUCTION IN, RENT PAYABLE UNDER THIS LEASE.

4.7 Net Lease. Tenant shall be responsible for all costs attributable to the Leased Premises and Tenant's use or occupancy, except as set forth in Section 10.4. Landlord

shall receive all amounts payable by Tenant pursuant to this Lease, free and clear of any and all other impositions, taxes, liens, charges or expense of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the amounts payable by Tenant to Landlord pursuant to this Lease, Tenant shall pay Taxes pursuant to Section 5 and Tenant shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provision of this Lease. Tenant shall have the right to contest the validity, applicability or amount of any such charge, cost or expense, subject to Section 6 regarding the prohibition of Liens.

4.8 Financial Information. Upon Landlord's request at any time, Tenant shall furnish to Landlord within 15 days:

(a) Each of following (provided that they may be in the form of a copy of Tenant's Form 10-K as filed with the Securities and Exchange Commission if Tenant files annual reports pursuant to the Securities Exchange Act of 1934): (i) Tenant's ending balance sheet and statement of profit and loss and statement of changes in financial position for such fiscal year; and (ii) with respect to the financial statements for each fiscal year, the opinion of an independent auditor (or, if not available, shall be certified as true, accurate and complete by the chief financial officer); and

(b) Such additional financial information concerning Tenant and any parent or subsidiary of Tenant, or any other person, firm, or entity having both the power to control Tenant or its operations at the Airport and a personal obligation to Landlord under this Lease as Landlord may reasonably request, in such detail as Landlord may reasonably request.

5. TAXES, ASSESSMENT, AND CHARGES.

5.1 Prompt Payment. Subject to Sections 5.2 and 5.4, Tenant shall pay before delinquency, and without notice or demand, all applicable use, intangible and possessory interest tax, commercial rental tax, personal property tax, excise tax and any other taxes, assessments, license fees, charges, and penalties related to the foregoing (collectively, "Taxes") levied or imposed against the Leased Premises, any Alterations, and other personal property used in the performance of Tenant's business at the Airport, or that result from Tenant's occupancy or use of the Leased Premises or the construction of any Alterations, or that are assessed on any payments made by Tenant under this Lease, whether levied against Tenant or Landlord. Tenant shall, at its sole expense, clear any lien created by virtue of such Taxes. Any such payment shall not reduce the amount of the Rent otherwise required to be paid by Tenant to Landlord. Tenant shall promptly pay any penalty or other charge which may be due and payable to Landlord or any other party or government entity in connection with this Lease and all rights and privileges. Landlord may, at any time, request Tenant to provide evidence of payment of any Tax or related penalty that has come due. Tenant shall furnish such evidence of payment within 15 days of Landlord's request.

5.2 Exclusions from "Taxes". For the purposes of this Section 5, "Taxes" shall not include: (i) any mortgage or documentary transfer tax relating to any financing or sale of the Airport; (ii) any tax upon or against Landlord's income or profits; (iii) any franchise, excise, social security, unemployment, sales, use or withholding assessments levied against Landlord; or (iv) any

assessments (or other governmental fees or charges) levied by Landlord against other tenants, the Airport or any portion thereof (whether attributable to special assessment districts or otherwise) to finance any development, maintenance, or improvement of facilities at the Airport.

5.3 Bills Forwarded by Landlord. Whenever Landlord forwards to Tenant a bill or assessment notice relating to Taxes coming due for which Tenant is responsible, Tenant shall pay such Taxes promptly before the delinquency date and concurrently notify Landlord of such payment. In the event Tenant was unaware of the Taxes delinquency date (and the ignorance was not due to Tenant's negligence) and Landlord forwarded the bill or assessment notice less than 20 days before delinquency date or after the delinquency date, Tenant shall not be deemed delinquent for the purpose of this Lease if Tenant pays such Taxes within 20 days from Tenant's receipt of the bill or notice forwarded by Landlord.

5.4 Tenant's Contest of Taxes. If Tenant intends to contest any Tax imposed by a government entity, then at least 10 days prior to delinquency (or within 20 days of Tenant becoming aware of the Tax due date, if Tenant was unaware of the Tax before the due date and the ignorance was not due to Tenant's negligence), Tenant shall give Landlord notice of such intention. Tenant may withhold payment of the Tax being contested if nonpayment is permitted during the pendency of such proceedings without the imposition or foreclosure of any related lien or the imposition of any fine or penalty. The contest shall be prosecuted to completion without delay at Tenant's sole expense. Within such 10-day period or the applicable time period allowed by law after the final determination of the amount due, Tenant shall pay such amount, together with all costs, expenses and interest.

5.5 Payment by Landlord. If Tenant fails to pay a Tax within the time periods set forth in this Lease, Landlord may, after five days' notice to Tenant, pay, discharge, or adjust such Tax for Tenant's benefit. In such event, Tenant shall reimburse Landlord, on demand, for the full amount with interest at the rate of 1.5% per month (or the maximum rate permitted by law, whichever is greater). Any receipt showing payment by Landlord shall be prima facie evidence that the amount of such payment was necessary and reasonable and made by Landlord on Tenant's behalf.

5.6 Survival. Tenant's obligations under this Section shall survive the termination of this Lease.

6. DISCLAIMER OF LIENS.

6.1 Creation of Liens Prohibited. The term "Lien" shall mean any mortgage, lien, security interest, encumbrance, charge on, pledge of, conditional sale or other encumbrance. Tenant shall not directly or indirectly create or permit or suffer to be created or to remain, any Lien upon the Leased Premises or any Airport property, including fixtures, improvements or appurtenances (including Alterations), by reason of construction, labor, services, or materials performed or furnished at request of Tenant or any contractor or supplier employed by Tenant. Landlord shall have the right to post and keep on the Leased Premises any notices that may be required by law or that Landlord may deem proper for the protection of Landlord, the Airport, or the Leased Premises from Liens.

6.2 Prompt Discharge Upon Creation. In the event any Lien has been created by or permitted by Tenant in violation of Section 6.1, within 20 days of the filing Tenant shall cause such Lien to be discharged by bond or as otherwise allowed by law. If Tenant fails to clear the record of any such Lien by such deadline, Landlord may remove such Lien by paying the full amount, by bonding, or in any other manner Landlord deems appropriate, without investigating the validity of such Lien, and irrespective of the fact that Tenant may contest the propriety or the amount. Tenant shall reimburse Landlord, on demand, the amount so paid with interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees.

6.3 No Consent by Landlord. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject the Leased Premises to any Lien or liability under the laws of the State of California.

6.4 Survival. Tenant's obligations under this Section shall survive the termination of this Lease.

7. UTILITIES; TRASH, RECYCLING, PEST CONTROL; FIRE AND SECURITY.

7.1 Utilities. Landlord has no obligation to provide utilities or services to the Leased Premises, and has no obligation for any related repair or maintenance. Tenant, at its sole cost, shall be responsible for any connections, upgrades or related installations (subject to Section 11, relating to any alteration of Leased Premises). Tenant shall comply with all requirements that any provider or supplier of utilities or services may establish for the use, proper functioning, and protection of any such utilities or service. To the extent that any utility services are provided by Landlord at Tenant's request, Tenant shall pay pursuant to Landlord's invoices and the amounts due shall constitute Additional Rent under Section 4.3. Landlord shall not be liable to Tenant for any destruction, damage or loss to property, injury or death of any person, or any consequential damages, arising out of, resulting from or relating to, whether directly or indirectly, the furnishing, failure to furnish, interruption, cancellation or termination of any of utilities or services by the providers or suppliers of any utilities or services, except to the extent caused by Landlord's gross negligence or intentional misconduct.

7.2 Trash Removal, Recycling, Pest Control. Tenant shall be responsible for maintaining the Leased Premises clean and free from conditions that attract pests, and shall comply with Landlord's written instructions regarding trash removal, refuse collection, recycling and pest control at the Leased Premises and elsewhere at the Airport. Tenant shall be responsible, at its own cost, for the collection and removal of trash, refuse and recycling materials from the Leased Premises. Tenant shall be responsible, at its own cost, for pest control inside the Leased Premises.

7.3 Security and Fire Protection. Tenant acknowledges that Landlord is not obligated to furnish firefighting services and security services to the Leased Premises or any other area of the Airport. The Airport's police and fire departments, in their judgement and sole discretion, determine their priorities and allocation of resources with regard to any operation. The Leased Premises and other areas of the Airport are within the municipal service area of the City of Burbank.

7.4 Locks to Leased Premises Entrance. Tenant shall be responsible for the maintenance of any lock on the entrance door for the Leased Premises. Upon installation or upon any subsequent change, Tenant shall provide Landlord a duplicate key (or equivalent access device) for Landlord's use as described under Section 3.6.2.

8. COMPLIANCE WITH LAWS; LICENSES, PERMITS.

8.1 Laws. Tenant shall comply with Exhibit D (Federal Requirements) and all laws governing Tenant's use and occupancy of the Leased Premises, use of any other Airport facilities, business and operations at the Airport, performance under this Lease, and any other act permitted under this Lease. Landlord approval or consent given under this Lease shall not be construed as Landlord's representation or warranty regarding the laws to which Tenant may be subject or Tenant's compliance therewith.

8.2 Cooperation. Tenant shall cooperate with Landlord in the implementation and enforcement of applicable laws, whether presently existing or enacted in the future, governing Tenant's operations at the Airport and performance under this Lease.

8.3 Licenses and Permits. Tenant shall, at its own expense, obtain and keep current all licenses, permits, approval, certificates, and authorizations required for its business and operations at the Airport and its performance under this Lease.

9. USE OF LEASED PREMISES.

9.1 Use of Leased Premises.

9.1.1 Leased Premises for Office Use Only. Tenant shall use the Leased Premises for office purposes only. No other use is permitted without Landlord's prior consent.

9.1.2 Principal Use as Airport. Tenant acknowledges that the principal use of the Airport consists of the operation of a public airport. All other businesses and operations permitted by Landlord to be conducted on or at the Airport, including Tenant's use of the Leased Premises, must at all times be compatible with such principal use as a public airport, as Landlord shall determine in its sole and absolute discretion.

9.2 Conduct of Tenant's Activities.

9.2.1 Conduct of Employees. Tenant shall require all Tenant Party personnel to wear clean and neat appearing clothing at the Airport, and shall take all actions to ensure their professional, courteous and inoffensive conduct and demeanor while interacting with Landlord Parties. In the event Landlord objects to the conduct, demeanor, or appearance of any such person, Tenant immediately shall take all legally permissible steps to correct or to remove the cause of the objection.

9.2.2 Airport Rules and Regulations. Tenant shall comply with the Airport Rules and Regulations. Tenant acknowledges that the Airport Rules and Regulations are available on Landlord's webpage (hollywoodburbankairport.com). All provisions of this Lease

shall be subordinate to the Airport Rules and Regulations, and in the event of conflict, the Airport Rules and Regulations shall govern. Violations of the Airport Rules and Regulations by Tenant Parties shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

9.2.3 Burbank Airport Employee Ride Share Policy. Landlord has joined the Burbank Transportation Management Organization (“BTMO”), which serves all Airport employees and all Airport tenant employers, including employers with less than 250 employees. Tenant is encouraged to also join and to actively participate in the BTMO as an individual member. Landlord maintains a rideshare program available to all tenants and its employees, which offers transportation services and resources, including carpool coordination and transportation guidance. In addition, an annual transportation survey is conducted to assess employee commuting patterns and to better identify and address employee transportation needs. Tenant and employees are encouraged to take part in the rideshare program and to participate in the annual survey.

9.3 Manner of Use. Tenant shall not use, nor permit any Tenant Party to use, the Leased Premises or any other areas of the Airport in any manner that:

- (i) Creates or permits any waste or nuisance.
- (ii) Unreasonably disturbs other tenants, concessionaires, users or occupants of the Airport Terminal or other areas of the Airport.
- (iii) Invalidates, or will cause the cancellation of or conflict with any fire or other hazard insurance policies covering the Airport.
- (iv) Increases the premiums for any fire insurance policies covering the Leased Premises, the Airport, or any property located thereon.
- (v) Constitutes an unlawful purpose, or a purpose incompatible with a first-class airport.

9.4 No Interference with Utilities, Fire Exits and Emergency Personnel. Tenant shall not do, nor permit any Tenant Party to do, anything that may interfere with:

- (i) The effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices or portions thereof on or servicing the Airport Terminal or elsewhere on the Airport.
- (ii) Free access or passage to the Leased Premises, the Airport Terminal or the streets, roads, parking lots, curb areas, entryways, exits, sidewalks, Common Use Facilities or any other areas of the Airport, except for an interference resulting from Tenant’s compliance with the Airport Rules and Regulations or the Security Requirements.
- (iii) Police, firefighting, or other emergency personnel in the discharge of their duties.

(iv) The effectiveness or accessibility of fire exits, staircases, elevators or escalators in or adjacent to the Leased Premises, the Airport Terminal or elsewhere at the Airport.

9.5 Signs; Promotional Displays. Without Landlord approval (given at Landlord's sole discretion), Tenant shall not: (i) affix any signs, logos or other attachments on the exterior of the Leased Premises or anywhere else at the Airport outside of the Leased Premises, or (ii) set up any advertisement or promotional display anywhere at the Airport outside of the Leased Premises. If Tenant affixes any such sign, logo, or attachment or set-up such any advertisement promotional display without Landlord's approval, Landlord may remove the same at Tenant's sole cost and expense and without notice or liability. Tenant shall repair, at its sole cost and expense, any damage to the Leased Premises caused by the affixation or removal of any such sign, logo, attachment or promotional display. (For clarification, this provision does not impede Tenant's right to contract with an advertising concessionaire that is authorized to operate at the Airport for the purchase of advertising slots operated by such advertising concessionaire.)

9.6 Vending Machines. Tenant shall not place any vending machines or vending devices in or on the Leased Premises without Landlord's prior written consent.

9.7 Tenant Acknowledgments. In connection with the ownership and use of the Airport by Landlord, Tenant acknowledges:

9.7.1 Maintenance of Landing Area and Public Facilities. Landlord shall maintain its landing area and all other Airport facilities in accordance with FAA rules and regulations. Subject to the foregoing, Landlord reserves the right, but shall not be obligated to maintain and keep in repair the landing area and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

9.7.2 Construction of Improvements. In the event any future structure or building is planned for the Leased Premises, and in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises, Tenant shall comply with the notification and review requirements of 14 C.F.R. Part 77.

9.7.3 Non-exclusive Rights. This Lease shall not be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)).

9.7.4 Reservation of Rights. There is reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises 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.

9.7.5 Height Restrictions. Tenant shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Leased Premises in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established from time to time by Landlord. In addition to all

other rights and remedies, Landlord reserves the right to enter upon the Leased Premises to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of Tenant.

9.7.6 Interference with Aircraft. Tenant shall not make use of the Leased Premises nor any other areas of the Airport in any manner which might interfere with the landing and taking off of aircraft from the Airport, or which might otherwise constitute a hazard. In addition to all other rights and remedies, Landlord reserves the right to enter upon the Leased Premises or any other areas of the Airport and cause the abatement of such interference, at the expense of Tenant.

9.7.7 Agreements with United States. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Landlord and the United States, or any lawful requirement of the United States, relative to the development, operation, or maintenance of the Airport.

9.7.8 Rights of United States. This Lease shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency or otherwise.

9.7.9 Unauthorized Access. Tenant shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas, including the precautions established pursuant to the Security Requirements.

9.8 Airport Security.

9.8.1 Security Requirements. Tenant shall comply with Landlord's security program for the Airport, as the same may be modified or supplemented from time to time by Landlord ("Security Requirements"). This includes compliance with TSA regulations requiring background checks, including references and prior employment history for all persons who have unescorted access in secure areas of the Airport Terminal and the airfield. The Security Requirements which are incorporated as part of this Lease.

9.8.2 Airport Security Program. In connection with its operations at the Airport, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to Landlord's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. No person, whether a Tenant employee or a third party, shall be permitted or gain access to such knowledge and information, unless such person has been approved by Landlord in advance in writing, which approval may be granted or withheld by Landlord in its sole discretion. Subject to the foregoing, Tenant is permitted to provide such security knowledge and information to its employees who require same to conduct Tenant's operations at the Airport or to comply with any law or with the Airport Rules and Regulations.

9.8.3 Corrective Measures Upon Violation Notice.

9.8.3.1 Prompt Corrective Actions. Upon receipt of notice from Landlord of a violation of the Security Requirements by a Tenant Party, Tenant shall engage security personnel or undertake other necessary security procedures as requested by Landlord to cure the violation within 30 days or such shorter time period as Landlord may, in its sole discretion, deem appropriate in light of the violation.

9.8.3.2 Payment of Fines. Tenant shall pay any fine or penalty imposed by the FAA or the TSA, or imposed by Landlord under the Airport Rules and Regulations as a result of such violation.

9.9 Quiet Enjoyment. Subject to the provisions of this Lease and applicable law, so long as Tenant is not in default in the performance of any of its obligations under this Lease (and if a cure period is provided under this Lease, such cure period has not elapsed), Tenant shall lawfully and quietly hold, occupy and enjoy the Leased Premises.

10. MAINTENANCE AND REPAIRS.

10.1 Tenant's Obligations.

10.1.1 General. Subject to Section 10.4, Tenant, at its sole expense, shall maintain, repair, and replace the Leased Premises, including every part thereof, in good order, condition, and repair in a neat and sanitary condition, free from waste or debris, according to reasonable standards adopted from time to time by Landlord. Without limiting the generality of the preceding, Tenant shall be responsible for maintaining the ceilings, interior walls and surfaces, floors, lights, light fixtures, window coverings, door, door locks, door frames, and any Alterations made pursuant to Section 11. This obligation applies regardless whether such part of the Leased Premises requiring maintenance, repair or replacement, or the means of maintaining, repairing or replacing the same, are reasonably or readily accessible to Tenant, and whether the need for such maintenance, repair or replacement occurs as a result of Tenant's use, any prior use, the elements or the age of such part of the Leased Premises.

10.1.2 Timely Maintenance. Tenant shall perform all maintenance and make any and all repairs and replacements required pursuant to this Section as and when the same becomes necessary to maintain the Leased Premises in good order, condition, and repair, and shall do so immediately in the event of an emergency. Without limiting the foregoing, if Landlord delivers to Tenant a written notice ("Required Tenant Maintenance Notice") specifying the maintenance, repairs or replacements which Landlord reasonably believes must be undertaken to comply with this Lease, Tenant shall complete such maintenance, repair or replacement within 30 days; provided that Landlord may, in its discretion: (i) provide a longer period in such notice, or (ii) specify a shorter period, if required for safety or legal reasons (as determined by Landlord). In the Required Tenant Maintenance Notice, Landlord may include the option for Landlord to perform the related work (at Tenant's cost) as described in Section 10.3.

10.2 Landlord's Standards. Landlord may establish standards pertaining to the maintenance, repair, and replacement applicable to facilities of a similar nature to the Leased Premises within the Airport or to tenant facilities throughout or at specified portion of the Airport,

and may modify such standards from time to time. Landlord shall inform Tenant about the standards applicable to the Leased Premises in writing, and Tenant shall promptly comply with such standards.

10.3 Permitted Repairs by Landlord.

10.3.1 Landlord's Election to Accommodate. With respect to any maintenance, repair, or replacement for which Tenant is responsible pursuant to Section 10.1, Landlord may elect to perform the related work as an accommodation to Tenant, at Tenant's cost, if: (i) the maintenance, repair, or replacement affect the other spaces of the Airport Terminal or other Common Use Facilities, or (ii) there are other practical reasons based on Landlord's determination. Landlord shall specify this election in the related Required Tenant Maintenance Notice.

10.3.2 Tenant's Decision to Forgo Accommodation. If Tenant decides to undertake the related maintenance, repair, or replacement in lieu of Landlord's accommodation pursuant to Section 10.3.1, Tenant shall notify Landlord in writing within five days of such Required Tenant Maintenance Notice (or such shorter period as specified in the Required Tenant Maintenance Notice, if Landlord reasonably determines that the nature of the maintenance, repair, or replacement so warrants). Thereafter, Tenant shall diligently complete the maintenance, repair, or replacement within the time period specified in the Required Tenant Maintenance Notice.

10.3.3 Reimbursement to Landlord. Tenant shall reimburse Landlord for all cost (including materials, labor and, at Landlord option, a reasonable administrative fee) for work undertaken pursuant to this Section 10.3. If work is performed for the Leased Premises and other areas of the same building, Landlord shall allocate the cost based on square-footage or any other manner Landlord deems reasonable. Payment shall be due, on demand, upon Landlord's invoice.

10.4 Landlord's Obligations to Repair. Subject to Section 14, Landlord shall, at its expense, keep the roof, exterior walls (excluding interior painting), and out-facing windows of the Leased Premises, and HVAC (as installed by Landlord) at the Leased Premises in good order, condition and repair, except, for (i) any damage caused by any negligent act or omission of any Tenant Party (in which event, Tenant shall be responsible for the repair cost); and (ii) reasonable wear and tear not affecting structural integrity or safety. Landlord shall have no obligation to make such repairs until after receipt of Tenant's written notice specifying the repairs that Tenant believes must be undertaken to comply with this Lease. Landlord shall commence such repair promptly within 30 days after receipt of such notice.

10.5 Limitation of Landlord Obligations; Tenant Waiver.

10.5.1 Limitation on Landlord's Obligations and Liability. Landlord shall have no obligation to maintain or make any repairs or replacement to the Leased Premises (other than as specified in Section 10.4). Landlord shall not be liable to any Tenant Party by reason of any destruction, damage or loss of property, injury or death of persons, or damage or injury to, or interference with, the business or operations of any Tenant Party, or the use or occupancy of the Leased Premises, the Common Use Facilities, or any other areas of the Airport by any Tenant

Party, arising out of, resulting from or relating to the need for, or the performance or non-performance of any repairs or replacements.

10.5.2 Waiver. Tenant for itself and for each Tenant Party waives any and all rights provided in Civil Code Section 1941 through 1942, inclusive, and waives, to the extent allowed by law, any rights under any other laws now or subsequently in effect that are contrary to the obligations of Tenant under this Lease or that place obligations upon Landlord.

10.6 Landlord Cure. In the event Tenant fails to perform its obligations under this Section 10, in addition to any and all other rights and remedies of Landlord, Landlord may, after 15 days' notice to Tenant, enter upon the Leased Premises and put the same in good order, condition, and repair and make any required replacement, and the cost thereof shall become due and payable, upon demand, by Tenant to Landlord as Additional Rent. If Tenant commences required maintenance, repairs and replacements within such 15-day period and diligently prosecutes such maintenance, repairs and replacements to completion, then Tenant shall be deemed to be fully performing Tenant's obligations.

11. ALTERATIONS AND IMPROVEMENTS.

11.1 Construction.

11.1.1 Landlord Consent; Tenant Request Form. Tenant shall not, without in each instance obtaining Landlord's prior consent (which consent may be granted or withheld in Landlord's sole and absolute discretion), construct, install or make any modifications, alterations, improvement, or additions ("Alterations") in, on or to the Leased Premises. Tenant shall submit a written request of the proposed Alterations ("Tenant Improvement Request") to Landlord. A current standard form of Tenant Improvement Request is set forth in Exhibit C. Landlord may change such standard form from time to time.

11.1.2 Additional Conditions. Alterations to the Leased Premises approved by Landlord ("Approved Alterations") shall be subject to conditions imposed by Landlord in its sole discretion. Such conditions may include requirements as to the contractor, time, manner, method, design and construction in which the Approved Alterations shall be done.

11.1.3 Tenant Responsible for Permits and Other Authorizations. No Approved Alterations shall be undertaken until Tenant shall have procured and paid for all required permits, licenses, approvals and authorizations of all agencies having jurisdiction and the Landlord's written consent to commence work. Prior to the commencement of any Approved Alterations, Tenant shall comply with Landlord's instructions and requirements set forth in the Tenant Improvement Request. All plans shall be subject to Landlord's approval and, when

required by Landlord, shall be prepared, stamped and signed by a State-licensed architect or engineer. Engineers shall be licensed for the particular discipline required.

11.1.4 Diligence; Compliance with Law. All work done in connection with any Approved Alterations shall be done at Tenant's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with applicable laws.

11.1.5 Plans and Specifications. In order to expedite plan review and approval and to ensure that the proposed Approved Alterations will be compatible with the Airport uses, Tenant first shall submit to Landlord for approval a schematic or conceptual plan. Landlord shall have the right to inspect and reject any work not done in accordance with the plans and specifications approved by Landlord, and Tenant shall immediately repair or remove such work. Within 30 days following the completion of any Approved Alterations, Tenant shall furnish to Landlord a set of "as built" plans and specifications.

11.1.6 No Effect on Lease Term. Tenant's construction or installation of Approved Alterations shall not extend the term of this Lease nor impede each party's right to termination.

11.2 Landlord Assumption of Alteration. If a Default Event by Tenant occurs before completion of work for an Alteration, Landlord shall have the right to assume the work and to continue the contracts of Tenant with its contractors and suppliers. A provision substantially similar to the following shall be included in all contracts between Tenant and its contractors and suppliers in order to comply with this Section:

"The Burbank-Glendale-Pasadena Airport Authority (Authority) shall have the right (but not the obligation) to assume Tenant's project under the terms of its Lease with Tenant, to continue this contract between Tenant and contractor or supplier, upon assuming in writing all the liabilities of Tenant under this contract between Tenant and contractor or supplier; and the Authority shall receive all the rights, title, interests and remedies that Tenant has under the terms of this contract between Tenant and contractor or supplier. The Authority shall have the right to demand and collect (including a suit for damages and cost of litigation and reasonable attorney fees) from Tenant all costs incurred by the Authority in assuming the obligations of Tenant."

11.3 No Liability of Landlord. Landlord shall not be liable for any damage, loss, or prejudice suffered or claimed by any Tenant Party or any other person or entity on account of: (i) the approval or disapproval of any plans, contracts, bonds, contractors, sureties or other matters; (ii) the construction (or, if applicable, demolition except to the extent that such demolition was wrongfully performed by a Landlord Party) of any Alteration or performance of any work, whether or not pursuant to approved plans; (iii) the improvement of or alteration or modification to any portion of the Leased Premises (except to the extent performed by Landlord); or (iv) the enforcement or failure to enforce any of the covenants, conditions and restrictions contained in this Lease. Landlord's approval of Tenant's plans, or requirement that Tenant modify Tenant's

plans, shall not be deemed Landlord's express or implicit covenant or warranty that such plans are safe or comply with any or all laws.

11.4 Payment. Tenant shall pay, when due, all claims for labor, materials, equipment and services furnished or alleged to have been furnished to or for Tenant at or for use in the Leased Premises or any other areas of the Airport, which claims are or may be secured by any lien against the Leased Premises or any other areas of the Airport. In the event any such lien is filed against the Leased Premises or any other areas of the Airport in connection with Alterations, it shall be discharged by Tenant, at Tenant's expense, in accordance with Section 6. Landlord shall have the right to post such notices of nonresponsibility as are provided for in the mechanics' lien laws of the State.

12. INSURANCE.

12.1 Required Insurance. At its sole expense, Tenant shall maintain in effect the insurance coverage and limits of liability as provided in this Section ("Required Insurance").

12.1.1 General Liability Insurance. A policy of commercial general liability insurance written on an occurrence basis covering the liability of Tenant and Landlord arising out of, resulting from or relating to injuries to or death of persons and damage to or loss of property occurring on, in, under or about the Leased Premises in the amount of \$1,000,000 per occurrence for bodily injury, including death, or property damage.

12.1.2 Motor Vehicle Liability Insurance. Motor vehicle liability insurance coverage, including hired and non-owned vehicle coverage, which provides public liability and property damage liability coverages of \$1,000,000 combined single limit per accident for bodily injury, including death, or property damage occurring as a result of the ownership, use or operation of motor vehicles in connection with Tenant's business and operations at the Leased Premises. This requirement may be satisfied as part of the general liability insurance coverage under Section 12.1.1.

12.1.3 Workers' Compensation Insurance. Workers' compensation insurance written in accordance with California statutory limits.

12.1.4 Employer's Liability Insurance. Employer's liability insurance in amounts not less than the following:

- (i) Bodily injury by accident - \$1,000,000 - each accident
- (ii) Bodily injury by disease - \$1,000,000 - policy limit
- (iii) Bodily injury by disease - \$1,000,000 - each employee

12.1.5 Property Insurance. Tenant shall maintain in effect insurance protecting Tenant and Landlord, as their respective interests may appear, from and against claims arising out of damage or destruction to property, All risk of direct physical loss or damage property insurance included within the classification "All Risk Property (Special Form)" covering: (i) any fixtures and equipment and other personal property located in or on the Leased Premises in an

amount not less than 100% of their replacement value; and (ii) all Alterations made by Tenant. The proceeds of such insurance shall be used to repair or replace the insured property and Landlord shall be named as a loss payee with respect to all Alterations made by Tenant.

12.2 Adjustment of Required Insurance. Tenant acknowledges that the types and amounts of Required Insurance may become inadequate. Landlord may add to or change the types or coverages of insurance or the limits of liability required to be maintained by Tenant pursuant to Section 12.1 by 60 days' written notice to Tenant of such additions or changes. If Tenant elects not to maintain such additional or changed insurance or limits of liability, Tenant may give notice pursuant to Section 2.3 to terminate this Lease before the date on which the new requirements take effect. If Tenant does not terminate this Lease, failure to comply with the new requirements shall be a Default Event.

12.3 Policy Requirements.

12.3.1 Insurer Qualifications. Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than A-X in A.M. Best's Insurance Guide or otherwise acceptable to Landlord.

12.3.2 Blanket Policies. Policies of Required Insurance may be blanket policies covering multiple Tenant Parties or multiple properties owned or leased by a Tenant Party.

12.3.3 Insurance Certificates. No later than the earlier of Commencement Date or the Early Access Date, and from time to time upon Landlord's request, Tenant shall deliver to Landlord certificates of insurance issued by the insurance companies evidencing that all Required Insurance has been obtained and is being maintained by Tenant, together with copies of endorsements, showing that the Required Insurance includes the following provisions:

(i) With respect to the general liability, automobile liability, and employer's liability insurance, naming (a) Tenant Parties as named insureds, and (b) except for employer's liability insurance, Landlord Parties as additional insureds.

(ii) Requiring the insurers to give to Landlord at least 30 days' prior written notice of the cancellation or non-renewal of some or all of the Required Insurance.

(iii) Requiring the insurers to give to Landlord prior notice of any amendment to some or all of the Required Insurance.

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

(vi) With respect to all Required Insurance, the insurer's waiver of set-off or counterclaim in favor of Landlord Parties.

The failure of Tenant to provide such certificates of insurance and endorsements or, if a notice of cancellation or non-renewal of any Required Insurance has been delivered to Tenant, the failure of Tenant to replace the Required Insurance that is the subject matter of such notice of cancellation or non-renewal prior to the effectiveness of such cancellation or non-renewal, shall in either case constitute a Default Event.

12.3.4 Primary Insurance. All Required Insurance shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Landlord Party and all policies shall be endorsed to this effect.

12.3.5 No Landlord Party Contribution. In no event shall any Landlord Party be responsible or liable for the payment of any premiums for the insurance required to be obtained and maintained by Tenant pursuant to this Section.

12.3.6 Deductibles. The deductible or self-insured retention for each policy of Required Insurance shall not exceed \$25,000.

12.4 No Limitation of Liability. The limits of liability provided in the Required Insurance shall in no event be considered as limiting the liability of Tenant under this Lease.

12.5 Waivers of Subrogation Rights. All policies of Required Insurance shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any Landlord Party.

13. INDEMNIFICATION; EXCULPATION.

13.1 Indemnification.

13.1.1 Obligation to Defend and Hold Harmless. Tenant shall defend, indemnify, and hold harmless each Landlord Party from and against any and all Claims arising out of, resulting from, or relating to the following (except for any Claim that arises out of, results from, or relates to the gross negligence, willful misconduct, or material breach of this Lease by Landlord):

(i) The breach of this Lease by, or any negligent act or omission or willful misconduct of, any Tenant Party with respect to: (a) the use or occupancy of the Leased Premises, the Airport Terminal, or any other areas of the Airport; (b) the conduct of Tenant's business; (c) improvements or other Alterations made by Tenant, including any related failure to comply with the Prevailing Wage Law; or (d) any other matter relating to this Lease or the subject matter of this Lease.

(ii) Any Tenant Party violation of the Security Requirements, any other applicable laws relating to Airport security, or security-related guidelines, policies or procedures of the FAA or Landlord.

(iii) Alterations constructed, installed or made to the Leased Premises by Tenant (regardless whether the Claim pertains to Landlord's review of plans and specifications relating thereto).

(iv) Payments (including charges, fees, taxes, assessments, penalties) owed by any Tenant Party to any government entity (other than Landlord), utility provider, vendor or other third party, including direct or indirect result of any contest of such payments.

13.1.2 Notice of Claim. Tenant and Landlord shall promptly provide notice to each other of any Claims. Within seven days of receiving Landlord's notice, Tenant shall respond to Landlord in writing regarding Tenant's plan of action in response to such Claim.

13.1.3 No Settlement Without Consent. Tenant shall not settle, compromise any Claim, or admit liability or fault on the part of a Landlord Party without first obtaining such Landlord Party's written consent.

13.1.4 No Effect by Insurance. Maintaining the insurance required under this Lease shall not affect Tenant's indemnity obligations.

13.1.5 Survival. The indemnity obligations set forth in this Lease shall apply for the entire time that any third party can make a Claim against any Landlord Party and shall survive the termination of this Lease.

13.2 Exculpation of Landlord from Liability. Tenant, on behalf of itself and the Tenant Parties, waives any and all Claims against the Landlord Parties, and the Landlord Parties shall not be liable, for any injury or death to persons or any damage or loss to any property in, on or about the Leased Premises, arising out of, resulting from or relating to any cause whatsoever except to the extent the Claim arises from the gross negligence, willful misconduct, or material breach of this Lease by Landlord. Tenant waives its rights, if any, under Civil Code Section 1542 which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Tenant Initials: _____

14. DAMAGE AND DESTRUCTION.

14.1 Partial Damage or Destruction. Subject to Section 14.2, in the event that a portion of the Leased Premises is destroyed or damaged as the result of a fire or other casualty (which is not caused by a Tenant Party's negligence or intentional act), and the damages preclude Tenant's occupancy of the Leased Premises, then the Base Rent and other charges payable as Rent under this Lease shall be abated on a pro rata basis for the portion of the Leased Premises that is rendered unusable by Tenant until the date that the repairs are completed and such portion of the Leased Premises is usable by Tenant. Landlord's obligation to restore the Leased Premises shall not exceed an amount equal to the sum of insurance actually available for the related repair and reconstruction. This provision does not impede either party's right to terminate under other provisions of this Lease.

14.2 Total Destruction. If the Leased Premises is totally destroyed, Landlord and Tenant shall each have the right to elect to terminate this Lease effective as of the date of such destruction or damage by delivering to the other party written notice of the election within 30 days following the occurrence of such destruction or damage.

14.3 Waiver by Tenant. Tenant waives the provisions of Civil Code Sections 1932, 1933, and 1941 through 1942, inclusive, and of any other law now or subsequently in effect to the extent that they are contrary to this Section. Landlord has no obligation to repair or replace any damaged or destroyed portion of the Leased Premises, except as expressly provided in this Lease.

15. NO ASSIGNMENT, ENCUMBRANCES OR SUBLET.

15.1 Prohibited. Tenant shall not voluntarily or by operation of law sublet, assign, transfer, or mortgage, hypothecate, grant a security interest in, or otherwise encumber all or any part of Tenant's rights or interest in or to this Lease or the Leased Premises. Any attempted sublet, assignment, transfer, mortgage, hypothecation, grant of a security interest in, or other encumbrance in violation of this Section shall be void.

15.2 Change of Tenant Ownership. Without limiting the foregoing, the following shall be deemed to be a prohibited assignment, transfer, mortgage, hypothecation, grant of a security interest, or other encumbrance under this Section in the absence of Landlord's prior written consent:

(i) If Tenant is a corporation, any assignment, transfer, mortgage, hypothecation, grant of a security interest, or other encumbrance or other event that results, or upon foreclosure would result, in the reduction of the interest of the present shareholders of record to less than a majority of any class of voting stock of Tenant.

(ii) If Tenant is a partnership or limited liability company, any assignment, transfer, mortgage, hypothecation, grant of a security interest, or other encumbrance of a partnership or membership interest or interests or other event that results, or upon foreclosure would result, in the present general partner(s) or members being removed or replaced or, if the general partner(s) of the partnership or member(s) of the limited liability company is or are a corporation or other entity, or that results, or upon foreclosure would result, in the reduction of the interest of the present shareholders or other owners of record of the corporate or other entity general partner to less than a majority of any class of voting stock or member rights of such corporation or other entity.

(iii) If Tenant is a corporation, partnership, limited liability company, trust or other entity, any change in the direct or indirect ownership control, which control has the power to direct or cause the direction of the management and policies of such business or entity.

For clarification, the foregoing provisions of this Section 15.2 do not apply to: (a) the sale and purchase of publicly traded stocks on an open securities market, or (b) the change of ownership interest in Tenant as a part of corporate restructuring, the result of which is that Tenant remains ultimately under the control of the same corporate parent.

16. EMINENT DOMAIN.

16.1 Entire or Substantial Taking. This Lease shall terminate upon a condemnation of either: (i) the entire Leased Premises, or (ii) such portion of the Leased Premises that the balance is not reasonably adequate for the Tenant's office use. The termination shall take effect automatically as of the date that title to the condemned portion of Leased Premises vests in the condemnor.

16.2 Partial Taking. In the event of a taking under the power of eminent domain that does not result in a termination of this Lease pursuant to Section 16.1, this Lease shall continue in effect with respect to the portion of the Leased Premises remaining after the condemnation. "Taking Adjustment Date" shall mean the date that title to the condemned portion of Leased Premises vests in the condemnor.

16.2.1 New Exhibit A. In the event of such partial taking, Landlord shall prepare a new Exhibit A, identifying the new square footage of the Leased Premises after the reduction resulting from such condemnation. On the Taking Adjustment Date, such new Exhibit A becomes effective.

16.2.2 Leased Premises Restoration. Landlord, at Landlord's expense with respect to the balance of the Leased Premises, shall promptly restore the remaining portion of the Leased Premises to the condition existing immediately prior to such condemnation to the extent reasonably possible.

16.3 Awards. Except as provided below, any award or settlement proceeds for a taking under the power of eminent domain of all or any part of the Leased Premises shall be the property of Landlord, whether such award or payment is made as compensation for diminution in value of the leasehold or for the taking of the fee. Nothing in this Lease shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's possessory interest in the Leased Premises, trade fixtures and removable personal property or damages for cessation or interruption of Tenant's business or operations at the Airport; provided, however, that in determining the value of Tenant's business or operations, all goodwill attributable to the location of Tenant's business or operations at the Airport shall belong to Landlord and any allocation of an award to Tenant representing compensation for diminution in the value of Tenant's business shall be based solely upon its historical operating results and any balance shall be paid to Landlord.

16.4 Sale Under Threat of Condemnation. A sale by Landlord to any government entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes of this Section.

16.5 Condemnation by Landlord. Nothing in this Lease shall impair, limit or otherwise affect Landlord's power of eminent domain, its exercise of such power, or its obligation to pay just compensation, should Landlord exercise its power of eminent domain with respect to the Leased Premises or Alterations.

16.6 Landlord's Exercise of Right Not a Taking. The termination of this Lease as to all or a portion of the Leased Premises by Landlord pursuant to any right of Landlord to do so set forth in this Lease (including Landlord's exercise of its right to terminate for convenience or after a Default Event) shall not be a taking under this Section.

17. SUBORDINATION.

17.1 Subordination. This Lease is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens, encumbrances and other security interests now or subsequently affecting Landlord's interest in the Leased Premises or the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof ("Senior Lien" and the holder thereof being a "Senior Lienholder"). Tenant shall execute and deliver to Landlord or any other party requiring confirmation of such subordination, within 10 days following receipt of a request, any and all documents which may be required to confirm such subordination. Tenant further agrees that this Lease shall be amended, altered or modified in accordance with the reasonable requirements of a Senior Lienholder, so long as such amendment, alteration or modification does not materially alter the rights or duties or increase the obligations or liabilities of Tenant under this Lease, and that Tenant's written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Tenant shall give prompt written notice to each Senior Lienholder, of which Tenant has written notice, of any default of Landlord, and Tenant shall allow such Senior Lienholder a reasonable length of time (in any event, not less than 30 days from the date of such notice) in which to cure such default.

17.2 Attornment. In the event that any Senior Lien is foreclosed, Tenant, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, shall: (i) enter into a new lease covering the Leased Premises for the remainder of the term of this Lease, on the same provisions; or (ii) attorn to the purchaser (or fee holder) and recognize the purchaser (or fee holder) as Landlord under this Lease, provided such purchaser (or fee holder) agrees to assume in writing all obligations of Landlord under this Lease.

18. DEFAULTS AND REMEDIES.

18.1 Default Events. After the expiration of any applicable cure period, each of the following shall constitute a "Default Event" under this Lease:

18.1.1 Insolvency and Creditor Protection. (i) The commencement by Tenant of a voluntary case under any federal or state bankruptcy, insolvency or similar laws; (ii) involuntary appointment of a receiver, trustee or liquidator to take possession of the Leased Premises, Alterations or all or substantially all of the assets of Tenant when such appointment is not terminated or vacated and possession of the Leased Premises is not restored to Tenant within 60 days; (iii) a general assignment by Tenant for the benefit or protection of creditors; (iv) Tenant's written admission of its inability to pay its debts as they become due; or (v) any action taken against or suffered by Tenant under any statute relating to insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or other relief for debtors; unless, in the case of an involuntary petition filed to have Tenant adjudged a bankrupt or for reorganization or arrangement, the petition is dismissed within 30 days.

18.1.2 Attachment, Execution or Other Levy. Any attachment, execution, distraint, judicial seizure, or other process of law pursuant to which Tenant's interest or estate in the Leased Premises, any Alterations or this Lease may be taken, occupied or used by anyone other than Tenant, when such attachment, execution, distraint, judicial seizure or other process of law shall not be released, dismissed or stayed within 30 days.

18.1.3 Assignment, Transfer, Sublease or Encumbrance. A purported assignment, sublease, transfer, mortgage, grant of security interest, hypothecation or other encumbrance of Tenant's interest or estate in the Leased Premises, any Alterations or this Lease in violation of this Lease.

18.1.4 Vacation or Abandonment. The vacation or abandonment of the Leased Premises by Tenant.

18.1.5 Violation of Security Requirements. The failure by Tenant to cure a violation of the Security Requirements within the 30 days of Landlord's notice (or such shorter period specified in Landlord's notice given under Section 9.8).

18.1.6 Failure to Pay. The failure by Tenant to pay any amount, where such failure to pay continues for 10 days following Tenant's receipt of Landlord's notice that the payment is past due.

18.1.7 Failure to Maintain Insurance. (i) Failure to obtain the Required Insurance, or any cancellation or lapse of insurance policies providing Required Insurance to be provided by Tenant, or (ii) any other failure by Tenant to comply with the provisions of Section 12, where such other failure to comply continues for 10 days following Tenant's receipt of written notice from Landlord regarding such violation.

18.1.8 Failure to Maintain Security Deposit. Failure to deliver or restore the Security Deposit pursuant to Section 22.

18.1.9 Other Defaults; Failure to Cure. The default, breach or non-performance of any covenant or provision of this Lease not otherwise described above, where Tenant fails to cure such default, breach or non-performance within 30 days after the delivery to Tenant of written notice of such default, breach or non-performance; provided that in the event of a curable default (as determined by Landlord) and Tenant has commenced to diligently cure the default within such 30-days, then Landlord may, in writing, extend such cure period to a duration determined by Landlord.

18.1.10 Defaults Under Other Agreements. The occurrence and continuation of any default or breach by Tenant under any other written agreement between Landlord and Tenant, after giving effect to any applicable grace period, notice requirement or opportunity to cure such default or breach.

18.2 Remedies. Upon the occurrence of any Default Event, Landlord, at its option and election, and without further demand or notice, shall have right to declare this Lease, including Tenant's leasehold estate, terminated. Upon such declaration:

18.2.1 Ownership of Alterations. Tenant's ownership of the Alterations shall end automatically and Landlord shall succeed to ownership of the Alterations free and clear of any and all liens or encumbrances upon Tenant's leasehold estate, the Leased Premises or upon the Alterations.

18.2.2 Landlord's Right to Re-enter. Landlord shall have the right to re-enter the Leased Premises to remove and eject all persons, to take possession, and to use and enjoy the Leased Premises, including any Alterations. In addition, Landlord shall have all of the rights and remedies of a landlord provided in Civil Code Section 1951.2.

18.2.3 Landlord's Damages. In computing Landlord's damages pursuant to Civil Code Sections 1951.2(1) and (2), the "worth at the time of award" shall be computed by allowing interest at a rate of 10% per annum. The amount of damages that Landlord may recover in the event of such termination shall include the worth at the time of the award of the amount by which the unpaid amounts required to be paid by Tenant pursuant to Section 4, including Base Rent, for the balance of the Term after the time of award exceeds the amount of such losses that Tenant proves could be reasonably avoided, computed in accordance with Civil Code Section 1951.2(4)(b), plus reasonable attorneys' fees and leasing commissions.

18.2.4 Preservation of Termination Right. If Landlord exercises its right to reenter the Leased Premises after a Default Event without having declared this Lease terminated, Landlord shall continue to have the right at any time thereafter to elect to terminate this Lease, as well as all of the rights and remedies in and to the Leased Premises as provided in this Section.

18.3 Waiver of Claims. Tenant waives all claims and demands against Landlord for damages or loss arising out of or in connection with any lawful exercise by Landlord of any one or more of its rights and remedies under this Section.

18.4 Waiver of Rights of Redemption. In the event of the lawful exercise by Landlord of any one or more of its rights and remedies under this Section 18, Tenant waives any and all rights of redemption or relief from forfeiture under Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further releases Landlord, from any and all claims, demands and liabilities by reason of such lawful exercise by Landlord.

18.5 No Waiver by Landlord. Efforts by Landlord to mitigate the damages caused by Tenant's breach of this Lease shall not waive Landlord's right to recover damages under this Section 18.

18.6 Cumulative Remedies. The various rights, options, elections, powers and remedies reserved to Landlord shall be cumulative. Except as otherwise provided by law, Landlord may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the other or of any right or priority allowed by law or in equity. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any Default Event. In addition to the foregoing, Landlord may exercise any other remedy now or subsequently available to a landlord against a defaulting tenant under the laws of the State of California.

18.7 Performance of Tenant's Covenants by Landlord.

18.7.1 Landlord Election to Perform (at Tenant's Cost). In the event that Tenant at any time fails to make any payment or perform any other act under this Lease, and such failure continues for the applicable cure period specified herein, or if no cure period is specified herein, for at least five business days after written notice thereof is delivered to Tenant (or immediately upon oral notice in case of an emergency) and Landlord determines that the continuation of such failure may negatively impact Landlord or Airport operation, Landlord shall have the right, at Tenant's cost, but not the obligation, immediately or at any time thereafter, without further notice or demand and without waiving any right or releasing Tenant from any obligation to Landlord, to make such payment or perform such other act for the account of Tenant, to the extent Landlord may deem desirable. In connection therewith, Landlord may pay reasonable expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Lease.

18.7.2 Tenant Obligation to Repay. All sums so paid by Landlord and all expenses incurred in connection with this Section, together with interest thereon at the annual rate specified in Section 4.4 shall be deemed Additional Rent and shall be payable to Landlord on demand. In the event such additional amounts remain unpaid within 10 days following the delivery to Tenant of a written demand therefor, Landlord shall have the same rights and remedies as for the nonpayment of Rent.

18.8 Excuse of Performance by Landlord. Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed for the benefit of Tenant, which accrues after the date of any Default Event by Tenant, unless and until such Default Event is cured by Tenant or waived by Landlord.

18.9 Default by Landlord. Landlord shall not be deemed to be in default in the performance of any obligation unless and until it has failed to perform such obligation for 30 days following the delivery by Tenant to Landlord of written notice specifying the obligation Landlord has failed to perform; provided, however, in the event that the nature of Landlord's obligation is such that more than 30 days are required for its performance, Landlord shall not be deemed to be in default if it shall commence such performance within such 30 day period and thereafter diligently prosecutes the same to completion.

19. SURRENDER AT END OF TERM.

19.1 Peaceable Surrender. No notice to quit possession on the termination date of this Lease shall be given by Landlord. Upon the termination of this Lease, Tenant shall peaceably surrender possession of the Leased Premises in good order and condition (reasonable wear and tear, acts of God, fire, and other casualties excepted), with all debris removed and safely capped all utilities, and Landlord shall have the right to take possession.

19.2 Handling of Approved Alterations.

19.2.1 Removal Generally. Except for the Retained Alterations designated under Section 19.2.2, promptly upon the termination of this Lease, Tenant shall remove all Alterations constructed or installed by Tenant during the term of this Lease.

19.2.2 Retained Alterations.

19.2.2.1 Landlord Election to Retain. At least 30 days before the termination of this Lease (or such shorter period as Landlord deems reasonable under the circumstances), Landlord and Tenant shall conduct a walk-through of the Leased Premises. Within three days after such walk-through, Landlord may, at its discretion, designate by written notice to Tenant that some or all of the Alterations need not be removed at Lease termination. In such case, the Alterations that Landlord elects to retain (“Retained Alterations”) shall be peaceably surrendered with the Leased Premises. Landlord shall have the right to inspect any item on the list of Alterations and, if Landlord determines that such item is not in good and working condition, Landlord may by written notice remove the item from the list before the Lease termination date.

19.2.2.2 Title, Warranties. As of the termination of this Lease, Retained Alterations shall be part of the Leased Premises and ownership title shall pass to Landlord automatically, free and clear of all liens and encumbrances without payment of any consideration. Tenant assigns to Landlord any and all warranties, guaranties or indemnities of contractors, subcontractors and suppliers furnishing labor, materials, equipment, and services in connection with the Retained Alterations, which assignment shall be effective upon the termination of this Lease.

19.3 Removal of Personal Property. Tenant shall remove trade fixtures, equipment, and other personal property installed or placed by it in, on, or about the Leased Premises and the Airport by the termination date of this Lease, subject, however, to any valid lien that Landlord may have for unpaid rents or fees.

19.4 Duty to Repair Damage; Removal and Repair Cost. Upon any removal of any property (including any Alterations pursuant to Section 19.2 or other property pursuant to Section 19.3), Tenant shall promptly repair any and all damage to the Leased Premises caused thereby. Tenant shall be responsible for the cost of all such removal and repair. Tenant shall reimburse Landlord for Landlord’s costs and expenses in removing any such property not removed by Tenant and repairing any such damage not repaired by Tenant.

19.5 Waiver; Property Not Removed. Any property not removed from the Leased Premises pursuant to Section 19.2 or 19.3 may be stored by Landlord at Tenant’s cost or disposed of by Landlord in any manner without liability to Landlord. The exercise by Landlord of its right shall not be construed as a taking by Landlord. Tenant waives all rights and benefits under Civil Code Section 1993 et seq. and any similar laws governing the disposal of lost or abandoned property.

19.6 No Right to Occupy After Lease Termination. Tenant has no right to possess or occupy the Leased Premises after the termination date of this Lease without written authorization from the Executive Director. Any possession or occupancy of any part of the Leased Premises by Tenant after the termination date without the Executive Director’s consent shall constitute an illegal trespass by Tenant and a public nuisance.

19.7 Survival. The provisions of this Section shall survive the termination of this Lease.

20. COMMON USE FACILITIES.

20.1 Non-Exclusive Right to Use. As an appurtenance to Tenant's leasehold estate in the Leased Premises, Tenant is granted, for itself and for the benefit of its permitted subtenants and invitees, the non-exclusive right to enter upon or make customary and reasonable use of the Common Use Facilities. Such rights shall be in common with Landlord and with other persons authorized by Landlord from time to time to use the Common Use Facilities, including members of the general public, and shall be exercised by Tenant and its invitees subject to the Airport Rules and Regulations, applicable laws, and to the uniform rules and procedures adopted by Landlord from time to time governing the use of the Airport and the Common Use Facilities.

20.2 Reservation of Right to Make Changes. Landlord reserves the right, in its sole discretion, to make changes, at any time and from time to time, in the size, shape, location, number and extent of the Common Use Facilities and specifically further reserves the right to designate portions of the Common Use Facilities for the exclusive or non-exclusive use of certain tenants, licensees, concessionaires and other vendors or users of the Airport.

20.3 Damages Caused by Tenant Party. If a Tenant Party causes damage (beyond normal wear and tear) to any Common Use Facilities or any other facilities in the Airport, Landlord shall be reimbursed by Tenant for the related repairs or replacements. Tenant shall pay such reimbursement, on demand, pursuant to Landlord's invoice.

21. TRANSFER OF LANDLORD'S INTEREST.

In the event of any transfer of Landlord's interest in the Leased Premises, Landlord automatically shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer, provided that the transferee assumes all of the liabilities and obligations of Landlord under this Lease from and after the date of such transfer. Landlord shall not be released from any obligations or liabilities accruing prior to the date of such transfer.

22. SECURITY DEPOSIT.

22.1 Security Deposit. The sum required to be held by Landlord for security for performance is referred to as the "Security Deposit." Landlord shall not be required to maintain the Security Deposit in any separate account. Tenant shall not be entitled to any interest earnings on the Security Deposit.

22.2 Amount. As security for the full and faithful performance of each and every provision of this Lease to be performed by Tenant, Tenant shall deposit an amount no less than three months of Base Rent then in effect. The deposit shall be made in cash (transmitted in the form of an electronic payment or by cashier's check to be cashed by Landlord) on the Effective Date.

22.3 Draw Upon Default. If any amount payable to Landlord under this Lease is 10 days past due, or if any other default on Tenant's part has occurred and is continuing (and Tenant has not promptly implemented an effective cure within 10 days of Landlord's notice of such default), Landlord may, at Landlord's discretion, draw on the Security Deposit for the payment of any amount in default, to cure any default or to repair any damage to the Leased

Premises or other areas of the Airport caused by Tenant and to pay any and all damages to which Landlord is otherwise entitled as a result of such default.

22.4 Replenishment. After any draw on the Security Deposit, Tenant shall, immediately upon Landlord's written demand, deposit cash (transmitted in the form of an electronic payment or a cashier's check to be cashed by Landlord) in order to restore such deposit to the then-required amount.

22.5 Tenant Waiver. TENANT WAIVES ANY RIGHTS IT MAY HAVE UNDER CIVIL CODE SECTION 1950.7 WITH RESPECT TO THE SECURITY DEPOSIT. No trust relationship is created between Landlord and Tenant with respect to the Security Deposit.

22.6 Release Upon Termination. Within 30 days following the termination of this Lease for any reason other than a Default Event, Landlord shall return the unused portion of the Security made by Tenant.

23. ENVIRONMENTAL MATTERS.

23.1 Toxic Materials; General Compliance with Environmental Law.

23.1.1 Definitions.

(i) "Environmental Law" means any and all laws, rules, regulations, judgments, orders, permits, licenses, agreements, covenants, restrictions, requirements, policies or the like enacted now or hereafter by federal, state, regional or local governments, agencies or authorities relating to or governing in any way the environmental condition of soil, air, water, groundwater or the presence of Toxic Materials in or affecting all or any portion of the Leased Premises or any other areas of the Airport.

(ii) "Toxic Materials" means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local agency or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment.

(iii) Prohibited Without Consent. Tenant shall not cause or permit any Toxic Materials to be brought onto, stored, used, generated, recycled, or disposed of in, on, under or about the Leased Premises, the Airport Terminal, or any other part of the Airport, by any Tenant Party; provided, however, that Tenant shall be permitted to store and use in the ordinary course of maintaining aircraft Toxic Materials so long as Tenant demonstrates to Landlord's reasonable satisfaction that such Toxic Materials, and the quantities thereof, are necessary or useful to Tenant's business and that such use of Toxic Materials is at all times subject to and in compliance with all Environmental Laws. Notwithstanding anything to the contrary, The following substances are strictly prohibited from being brought onto the Leased Premises, the Airport Terminal or any other areas of the Airport in any quantities whatsoever: (i) arsines; (ii)

dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) anything contained in the California List of Extremely Hazardous Substances.

23.1.2 Records. Tenant shall maintain Material Safety and Data Sheets for each and every item or product containing any regulated amount of Toxic Material brought onto the Leased Premises. Such information shall be kept current at all times.

23.1.3 Environmental Law Compliance. Tenant shall comply, at its sole expense, with all Environmental Laws, applicable to its use of the Leased Premises and any other facilities at the Airport (including with respect to any use of Toxic Materials permitted under Section 23.1.2). Tenant shall not release or dispose of any Toxic Material in the drains, storm drains, sewers, plumbing or any other drainage facility that will cause or contribute to a violation of any Environmental Law or any contamination of any portion of the Airport. Any and all Toxic Materials permitted in, on, under or about the Leased Premises pursuant to this Lease shall be stored and used in strict compliance with all Environmental Laws. The off-site disposal of Toxic Materials shall be in strict compliance with all Environmental Laws.

23.1.4 Notice. If any Tenant Party is required by statute or regulation to give notice to any governmental authority about any spilling, discharging, releasing or disposing of Toxic Materials on, in, under or about the Leased Premises, Tenant shall immediately give Landlord's Director of Noise and Environmental Affairs the same notice by telephone at (818) 840-8840, which shall be confirmed by written notice not later than the next business day. This obligation to notify Landlord shall also extend to any personal injuries or property damage to third parties resulting directly or indirectly from such spilling, discharging, releasing or disposing of Toxic Materials on, in, under or about the Leased Premises. If Tenant becomes aware of the presence of or use of any Toxic Materials not authorized in accordance with the terms of this Lease, or of any spilling, discharging, releasing or disposing of Toxic Materials on, in, under or about the Leased Premises not subject to the notification provisions of the first sentence of this Section, Tenant shall immediately give written notice of such condition to Landlord to the extent required by Health and Safety Code Section 25359.7.

23.1.5 Indemnity. Tenant shall be solely responsible for and shall indemnify, hold harmless and defend the Landlord Parties, from and against any and all liabilities, claims, costs, penalties, fines, losses (including (i) diminution in value of the Airport, the Leased Premises, the Airport Terminal or any other areas of the Airport or any improvements thereon; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, the Leased Premises, the Airport Terminal or any other areas of the Airport or any improvements thereon; (iii) damages arising from any adverse impact on marketing of space in the Airport, the Leased Premises, the Airport Terminal or any other areas of the Airport or any improvements therein; and (iv) sums paid in settlement of claims), damages, injuries, causes of action, judgments, and expenses (including attorneys' fees, consultant fees and expert fees), which arise during or after the term of this Lease as a result of the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Toxic Materials in, on or about the Leased Premises, the Airport Terminal or any other areas of the Airport by Tenant or its agents, employees, contractors, licensees, subtenants or invitees. The foregoing indemnification by Tenant includes any and all costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work

necessary to bring the Leased Premises, the Airport Terminal or any other areas of the Airport into compliance with the Environmental Laws or required by a federal, state or local governmental agency or political subdivision because of Toxic Materials present in the soil, subsoils, groundwater or elsewhere from, in, on, under or about the Leased Premises, the Airport Terminal or any other areas of the Airport. The indemnification by Tenant under this Section shall survive the termination of this Lease.

23.2 Environmental Sustainability Programs.

23.2.1 Program. Landlord is committed in its efforts to reduce the environmental footprint of the Airport, integrate sustainable practices into Airport operations, and respond to community concerns while providing economic benefits to the region. Landlord is dedicated to reducing the Airport's greenhouse gas emissions year after year to minimize the Airport's carbon footprint over time. Further, Landlord has pledged to reach carbon neutrality at the Airport by 2045, consistent with City of Burbank and State of California goals. Carbon reductions will be measured on a per-passenger basis for emissions under the Authority's control (known as Scope 1 and 2 emission sources) including fleet and heavy-duty vehicles, emergency generators, firefighting training, refrigerant losses, and purchased electricity. Landlord will strive to achieve these reductions through initiatives such as the clean fleets program, sustainable design and construction program, and renewable energy projects. These advances toward sustainability will support Landlord's objective to serve its guests while minimizing environmental impacts. Landlord specifically reserves the right to modify the Airport's environmental goals, sustainability initiatives, policies, and procedures as stipulated in the Airport Rules and Regulations. Tenant shall comply with applicable Environmental Laws.

23.2.2 AQIP. In the event that Tenant becomes authorized to operate a motor vehicle in the Airfield Operations Area (as defined in the Airport Rules and Regulations), Tenant shall be required to comply with the Authority's Air Quality Improvement Plan ("AQIP") / Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District and federal, state, and local regulations to reduce emissions from operations. The AQIP/MOU is available on Landlord's website or by request to Landlord. Without limiting the foregoing, Tenant shall comply with the following provisions of AQIP, as applicable:

23.2.2.1 Ground Support Equipment Emissions Policy. Airlines and other entities own and operate GSE to support arriving, departing, and parked aircraft at the Airport. The Airport's GSE policy will ensure that the Airport achieves Airport-wide GSE emissions targets. The Airport will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NOx) by January 1, 2023, and 0.74 g/hp-h of NOx by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Tenant shall be required to ensure its fleet average continues to meet the Airport emissions targets. Tenant's obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission GSE, which is operationally feasible and commercially available. Tenant's "Burbank Airport GSE fleet" shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

23.2.2.2 Clean Construction Policy. Landlord has adopted a Clean Construction Policy, which may be found at <http://hollywoodburbankairport.com/green-initiatives/>. For all capital improvement projects undertaken by Tenant, Tenant shall comply, and shall cause Tenant's contractors for such projects to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction practices to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.

23.2.2.3 Publication of Sustainability Requirements. From time to time Landlord shall publish requirements applicable to Airport tenants as part of the Sustainability Program. Tenant shall comply with all such requirements.

23.2.2.4 Waste Management Plan. Landlord will be adopting a Waste Management Plan to comply with Senate Bill 1383 (2016) and the City of Burbank's waste management ordinance to help reduce methane emissions by reducing organic waste disposed in landfills, edible food recovery and recycling collection. Tenant shall comply with such plan and ordinance.

24. OFFSET STATEMENT.

24.1 Delivery. Tenant, from time to time upon not less than 10 business days' notice from Landlord, shall execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (ii) setting forth the dates to which the rent, fees and other charges, if any, are paid; and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if any are claimed).

24.2 Reliance. Any such statement may be relied upon by any encumbrancer of the Leased Premises or any Senior Lienholder or underwriter of debt financing for all or any portion of the Airport. Tenant's failure to deliver such statement within such time shall be conclusive evidence upon Tenant that: (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; and (iii) not more than one month's installment of rent has been paid in advance.

25. MISCELLANEOUS.

25.1 Lease Interpretation.

25.1.1 Incorporation of Prior Agreements. This Lease contains the entire agreement between the parties, and no prior or contemporaneous agreement or understanding shall be effective for any purpose, all of which, if any, are terminated or rescinded, except as to provisions which are expressly stated to survive termination and any indemnity or insurance obligations in favor of Landlord.

25.1.2 Amendments. Except as otherwise expressly provided herein, no provision of this Lease may be amended or added to, except by an agreement in writing signed

by the parties or their respective successors in interest. Tenant shall not unreasonably refuse to execute any amendment of or supplement to this Lease that Landlord determines is necessary or advisable in order to comply with applicable laws or Landlord's uniform policies reflected in resolutions in effect from time to time; provided Tenant shall not be required to execute any amendment of or supplement to this Lease that materially impairs the rights and benefits of Tenant or materially increases the obligations and liabilities imposed on Tenant under this Lease.

25.1.3 "Leased Premises". Nothing in this Lease shall be deemed to imply that the term "Leased Premises" includes other than interior space and any interior equipment, interior partition walls, windows and doors, office space, exterior equipment, interior plumbing and ducting, and electrical lines and panels that are located within or adjacent to such interior space.

25.1.4 No Representations by Landlord. Tenant acknowledges that no Landlord Party has made any representations, warranties or promises with respect to the Leased Premises or the Airport, except as expressly set forth. Tenant acknowledges that it has not executed this Lease in reliance upon any representations, warranties or promises of any Landlord Party with respect to the Leased Premises or the Airport.

25.1.5 Examination of Lease. Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option for a lease, and it is not effective as a lease or otherwise until its execution and delivery by both Landlord and Tenant.

25.1.6 Severability. In the event that any one or more of the provisions contained in this Lease shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in other respect and the remaining provisions of this Lease shall not be in any way impaired.

25.2 Further Assurances. Tenant and Landlord each agree to perform any further acts and execute and deliver any additional documents which may be reasonably necessary to carry out the provisions of this Lease, or which may be reasonably requested by the other party.

25.3 Contractor Warranties. Tenant shall have the non-exclusive benefit of any third-party contractor warranties related to the Leased Premises to the extent such warranties inure to the benefit of Landlord.

25.4 Disclaimer of Partnership or Agency. Neither Landlord nor Tenant are the legal representatives or agents of the other party for any purpose whatsoever and neither party shall have the power or authority to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, to transact business, to make any warranty or otherwise to act in any manner in the name of or on behalf of the other party. This Lease shall not be construed as constituting or creating a partnership between Landlord and Tenant or as creating any other form of legal association between Landlord and Tenant which would impose liability upon one party for the act or the failure to act of the other party.

25.5 Waivers. The waiver by either party of any provision of this Lease shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of the same

or any other provision. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act by Tenant, whether or not similar to the act so consented. The subsequent acceptance by Landlord of any amount due from Tenant hereunder shall not be deemed to be a waiver of any preceding breach or Default Event by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular amount so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount. No waiver on the part of Landlord with respect to any provision of this Lease shall be effective unless such waiver is in writing.

25.6 Successors and Assigns. The provisions contained in this Lease shall bind and inure to the benefit of Landlord, Tenant and, except as otherwise provided in this Lease, their respective successors and assigns.

25.7 No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger.

25.8 Executive Director. For cases where Landlord's approval or consent is required pursuant to this Lease, the Executive Director is authorized to give or withhold such approvals and consents on behalf of Landlord. The Executive Director, without additional Authority Commission action, is also authorized to execute amendments to this Lease that do not have a negative financial impact on Landlord.

25.9 Reasonable Exercise of Rights and Performance. Each party shall act reasonably in the performance of its obligations and the exercise of its rights under this Lease; provided this shall not limit a party's right to act within its discretion, if such discretion right is expressly stated in this Lease.

25.10 Exhibit Updates. Whenever information in an exhibit becomes outdated because of changes pursuant to this Lease, a change in law or Airport policy changes otherwise approved by the Authority Commission, the parties may make a substitution to update the exhibit. Such substitution shall not require Authority Commission approval.

25.11 Waiver of Jury Trial. Landlord and Tenant hereby waive the right of trial by jury to the maximum extent permitted by law.

25.12 Notices. Any notices, invoices, or other documents related to Lease shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed 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 Lease 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.

To Landlord: Burbank-Glendale-Pasadena Airport Authority

Before RPT Opening Date:
2627 N. Hollywood Way
Burbank, CA 91505

On or after RPT Opening Date:
2827 N. Hollywood Way
Burbank, CA 91505
Attention: Executive Director

To Tenant:

Attention: _____

25.13 No Brokers. Each party warrants that it has not had any dealings with any real estate broker or agent in connection with this Lease.

25.14 Recording. No copy, short form or memorandum of this Lease shall be recorded.

25.15 Governing Law; Venue. This Lease shall be governed by and construed pursuant to the law of the State of California applicable to contracts made and to be performed fully within such state. The venue for litigation arising out of this Lease shall be a court of appropriate jurisdiction in Los Angeles County, California.

25.16 Attorneys' Fees. In the event of any action or proceeding (including any bankruptcy proceeding) to enforce or construe any of the provisions of this Lease, the prevailing party in any such action or proceeding shall be entitled to reasonable attorneys' fees and costs.

25.17 Force Majeure. If either party shall be delayed in or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations, delays arising from environmental remediation (except to the extent caused by the party obligated), or other causes without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall delay or excuse Tenant from the prompt payment of any rent or other charge required of Tenant.

25.18 Exhibits. Exhibits A through D are incorporated into this Lease by reference. In the event of any material discrepancy between the express provisions of this Lease and the provisions of Exhibit D, the provisions of Exhibit D shall prevail. In the event of any material discrepancy between the express provisions of this Lease and the provisions of any other exhibit, the provisions of this Lease shall prevail.

25.19 Authority of Person Signing for Tenant. Tenant and the person executing this Lease on behalf of Tenant hereby represent and warrant to Landlord that such person has the legal power and authority to execute this Lease on behalf of Tenant and bind Tenant to the terms of this Lease, and that this Lease and the execution hereof has been duly authorized by Tenant.

25.20 Electronic Signature. Each party agrees, and affirms its intent, that if it signs this Lease using an electronic signature, such party is signing, adopting, and accepting this Lease and that signing this Lease using an electronic signature is the legal equivalent of having placed its handwritten signature on this Lease on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Lease in a usable format.

25.21 Counterparts. This Lease may be executed by each party on separate counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Lease has been executed by the undersigned as of on the date first set forth above.

“TENANT”
[Tenant Name]

[use this signature block if Tenant is a corporation]

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.]

[use this signature block if Tenant is a limited liability company]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Manager

Title: Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

“LANDLORD”
Burbank-Glendale-Pasadena Airport Authority

By: _____

Print Name: _____

Title: _____

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

Exhibit A

Description of Leased Premises

Exhibit B

[Below is the form of Early Access Date Memorandum. The Parties shall replace this Exhibit with the actual Early Access Date Memorandum, upon execution]

EARLY ACCESS MEMORANDUM

Date: _____

This Memorandum is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency (“Landlord”), and _____, a _____ (“Tenant”), pursuant to the Month to Month Office Lease, dated _____, 202__ (“Lease”), between the parties. Capitalized terms not defined herein shall have the meanings ascribed in the Lease.

Landlord hereby grants Tenant, pursuant to Section 2.4.1 of the Lease, the right to access the Leased Premises beginning _____, 202__. Tenant acknowledges and affirms the terms set forth in Section 2.4 during the Early Access Period.

“LANDLORD”

Burbank-Glendale-Pasadena Airport Authority

By: _____

Print Name: _____

Title: _____

“TENANT”

[Tenant’s Name]

By: _____

Print Name: _____

Exhibit C

Tenant Improvement Request

(attached)

**TENANT IMPROVEMENT
REQUEST FOR APPROVAL**



MUST BE SUBMITTED AND APPROVED PRIOR TO THE START OF WORK

1. GENERAL INFORMATION

Tenant _____ Date _____
Point of Contact _____ Phone # _____
Address _____ Email _____
Proposed Improvements* _____

Estimated Costs _____ Estimated Start Date _____ Estimated Completion Date _____

**Attached any supplemental information such as pictures, materials or equipment specifications, location map, site plans, architectural plans, drawings, project schedule.*

2. CONTRACTOR INFORMATION

Company Name _____ License# _____
Point of Contact _____ Phone # _____
Address _____
Email _____

**Contractor must submit required Certificate of Insurance, Material and Labor Bond. See Page 3.*

3. SIGNATURE

Signature _____ Date _____
Name _____ Company _____ Title _____

4. AIRPORT DEPARTMENT APPROVALS

Business & Property
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Operations
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Engineering
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

4. AIRPORT DEPARTMENT APPROVALS continued

Maintenance
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Noise & Environmental
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Fire
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Safety SMS
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Security/Police
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Parking/Ground Access
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

ICT
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

**If marked yes, please reference the separate TI Supplement document for more information.*

5. FINAL APPROVAL

Airport Administration
Name _____ Signature _____ 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, 2, and 3 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 REQUIREMENTS

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

1. General Civil Rights Provisions

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

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

C. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant.

D. The above provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the airport remains obligated to the Federal Aviation Administration.

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

1. Compliance with Regulations: Tenant (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: Tenant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

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

4. Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with

such Nondiscrimination Acts and Authorities and instructions. Where any information required of Tenant is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

- a. Withholding payments to Tenant under the contract until Tenant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

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

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

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

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

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

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

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

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

ACCESS AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / BUR Fuel Company)

THIS ACCESS AGREEMENT (“Agreement”) is dated _____, 2026 (the “Effective Date”) for reference purposes and is executed by the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a California joint powers agency (“Authority”), and **BUR FUEL COMPANY, LLC**, a Delaware limited liability company (“BUR Fuel”).

RECITALS

A. The Authority is the owner and operator of the Bob Hope Airport (commonly known as “Hollywood Burbank Airport”) (the “Property”).

B. The Authority and Southwest Airlines Co. (“Southwest”) executed a January 20, 1998 Development Ground Lease (“Lease”) to provide for Southwest’s development and operation of a fuel storage facility on the northeast quadrant of the Property (“Existing Fuel Farm”).

C. The Authority approved a November 13, 2023 Conditional Consent to Assignment of Lease (“Assignment”) to assign the Lease, and all related obligations, from Southwest to BUR Fuel.

D. Pursuant to the Assignment, BUR Fuel assumed operation, maintenance, and management of the Existing Fuel Farm.

E. BUR Fuel is evaluating development of an unimproved area of the Property, adjacent to the Existing Fuel Farm, for the continued operation and maintenance of the consolidated fuel storage (“Fuel Farm Expansion Project”).

F. The parties are executing this Agreement to grant BUR Fuel access to the portion of the Property depicted on the attached Exhibit A (“Access Area”) for the purpose of performing boundary surveying and geotechnical sampling and analysis in furtherance of the evaluation of the Fuel Farm Expansion Project.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Access.

a. Authorization. Subject to compliance with this Agreement, the Federal Requirements set forth in the attached Exhibit C, and applicable law, BUR Fuel and its consultants who are designated in writing to the Authority (collectively, “Designees”) shall have the right to enter upon the Access Area for the purpose of performing planimetric, utility, and topographical surveys and performing geotechnical sampling and analysis and other activities as may be mutually

agreed upon by the parties from time to time (collectively, “Authorized Activities”) for the purpose of evaluating the feasibility of a Fuel Farm Expansion Project. This grant of access is applicable only to evaluate feasibility and pursue permitting of the Fuel Farm Expansion Project and no construction regarding the Fuel Farm Expansion Project shall take place until a written agreement is executed between the parties.

b. Tenant Improvement Program and Commencement of the Authorized Activities. BUR Fuel and Designees will perform work for the Authorized Activities in accordance with the Authority’s procedures for the Tenant Improvement Process. No work regarding the Authorized Activities shall commence without BUR Fuel and its Designees completing the Tenant Improvement Form, attached hereto as Exhibit B, and receiving necessary approvals from the Authority not to be unreasonably withheld. All work performed regarding the Authorized Activities shall be disclosed on the initial Tenant Improvement Form. BUR Fuel shall re-submit the Tenant Improvement Form for any additional scopes of work not included on the initial Tenant Improvement Form. The parties will work together in good faith to approve work associated with the Authorized Activities as promptly as practicable.

c. Required Entry Approvals and Training. BUR Fuel and Designees shall make arrangements for entry to the Access Area and complete procedures for access as instructed by the Authority. The Authority may require that an Authority representative be present during performance of the Authorized Activities. BUR Fuel and Designees shall evidence completion of safety trainings, as required by the Authority. The parties will work together in good faith to arrange for reasonable access in a timely manner.

d. Access Period. BUR Fuel and Designees may enter upon the Access Area from the Effective Date to the earliest to occur of (i) the effective date of an agreement to add the Access Area to BUR Fuel’s leasehold; (ii) mutual agreement by the parties in writing that the Access Area will not be utilized for the Fuel Farm Expansion Project, or (iii) termination by the Authority as provided herein (“Access Period”).

2. Term. This Agreement shall be effective upon execution and shall expire at the conclusion of the Access Period unless earlier terminated. The Authority may terminate this Agreement at any time by providing 60 days written notice to BUR Fuel. The Authority may also terminate this Agreement for cause in the event of a breach by BUR Fuel or Designees that is not cured within 10 days of notice from the Authority.

3. Management and Disposal. BUR Fuel and Designees entering the Access Area shall be responsible for management and disposal, in accordance with applicable laws, of any material extracted or removed from the Property in connection with the Authorized Activities. BUR Fuel shall be named as the generator on any waste manifests, as applicable. BUR Fuel shall not leave any investigation-derived waste or equipment on the Property beyond the Access Period (unless terminated pursuant to Section 1(d)(i) in which case BUR Fuel would retain access rights under the Lease), and if stored on the Property prior to removal, any waste shall be properly stored to prevent release to the environment. Without advance express written consent of the Authority, BUR Fuel shall not at or on the Property dispose of any substance, material or waste (solid, liquid or gas) that is designated by any public agency, or that is prohibited or regulated by any laws, as

toxic, reactive, corrosive, ignitable, flammable, infectious, hazardous or otherwise a danger to human health or the environment. If BUR Fuel or Designees are required by statute or regulation to give notice to any public agency about any contamination, BUR Fuel shall immediately give the Authority's Director of Noise and Environmental Affairs the same notice by telephone at (818) 840-8840, which shall be confirmed by written notice not later than the next business day. This obligation to notify the Authority shall also extend to any personal injuries or property damage to third parties resulting directly or indirectly from such contamination. If BUR Fuel or Designees become aware of the presence of or use of any toxic materials not authorized in accordance with the terms of this Agreement, or of any contamination not subject to the notification provisions of this Section, BUR Fuel or Designees shall immediately give written notice of such condition to the Authority to the extent required by Health and Safety Code Section 78700, et. seq.

4. Repair and Restoration. BUR Fuel and Designees shall not damage or injure any persons or personal property in connection with their access or use of the Access Area. Prior to expiration of the Access Period (unless terminated pursuant to Section 1(d)(i)) or any earlier termination of this Agreement, BUR Fuel, at its sole expense and cost, and pursuant to all laws, shall remove all personal property from the Property, back-fill any exposed openings, level any disturbed ground and compact the soil to that level of stability equivalent to the remainder of the Access Area, re-pave affected areas (if applicable), and otherwise repair and restore the Property to the conditions that existed immediately preceding BUR Fuel's and Designees' entry on the Access Area, or as near to such conditions as is reasonably possible as determined by the Authority. Prior to any work conducted pursuant to this Section, BUR Fuel shall submit the Tenant Improvement Form, attached as Exhibit B, for the Authority's approval.

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

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

7. Indemnity. BUR Fuel shall indemnify, defend and hold the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, California, and their respective officials, commissioners, officers, employees, agents, representatives, contractors, successors and assigns (individually, "Authority Party" and collectively, the "Authority Parties") from and against claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and expenses and court costs) (collectively, "Claims") suffered, incurred or sustained by the Authority Parties as a result of, by reason of, or in connection with the Authorized Activities or the entry by BUR Fuel or Designees onto the Access Area. Notwithstanding the foregoing, the provisions of this Section 7 shall not apply to any Claim which arises out of, results from or relates to the gross negligence, willful misconduct or material breach of this Agreement by the Authority.

8. Insurance. At all times during the term of this Agreement and at its sole cost and expense, BUR Fuel shall (and shall also cause all Designees performing the Authorized Activities to) maintain or cause to be maintained in effect the insurance coverage and limits of liability as provided in this Section (“Required Insurance”). In the event that BUR Fuel or Designees fail to maintain or cause to be maintained any of the Required Insurance, the Authority shall have the right, but not the obligation, to obtain some or all of the Required Insurance. In the event that BUR Fuel fails to maintain or cause to be maintained the Required Insurance and the Authority elects to maintain some or all of the Required Insurance, BUR Fuel shall pay to the Authority its share of the premiums for all Required Insurance maintained by the Authority within 10 days following the delivery to BUR Fuel of each written statement setting forth the amount of such premiums and the applicable premium period.

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

i. General Liability Insurance. General liability insurance covering the Property and operations liability, ground hangar-keepers liability, garage-keeper’s liability, personal injury liability, contractual liability, products and completed operations liability and independent contractors liability, all written on an occurrence basis in an amount not less than \$1,000,000 per occurrence with a combined single limit of \$2,000,000, for bodily injury and property damage, and, with respect to products and completed operations liability and personal injury liability, in the annual aggregate.

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

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

b. Policy Requirements. Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than A in A.M. Best’s Insurance Guide and/or otherwise acceptable to the Authority. Prior to entering the Property, BUR Fuel shall deliver to the Authority certificates of insurance issued by the insurance companies and evidencing that all Required Insurance has been obtained and is being maintained by BUR Fuel and/or its Designees together with copies of endorsements: (i) requiring the insurers to give to the Authority prior written notice of the cancellation or non-renewal of all of the Required Insurance; and (ii) with respect to the general liability, automobile liability, and employer’s liability insurance, as required, naming (a) BUR Fuel or its Designee as Named Insured and (b) except for employer’s liability insurance, the Authority and the Authority Parties as additional insureds. All Required Insurance

shall be primary insurance without right of contribution of any other insurance carried by or on behalf of the Authority and all policies shall be endorsed to this effect.

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

d. Waivers of Subrogation Rights. All policies of Required Insurance, except workers' compensation insurance, shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any Authority Party.

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

10. 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.

If to Authority, to:

Burbank-Glendale-Pasadena Airport Authority
Attn: Executive Director
2627 Hollywood Way
Burbank, California 95105

If to BUR Fuel, to:

BUR Fuel Company, LLC
Attn: Jake Hornibrook, Chairperson
c/o Southwest Airlines Co.
P.O. Box 36611, HDQ-7FM
2702 Love Field Drive
Dallas, Texas 75235-1611
Jake.hornibrook@wnco.com

with a copy to:

Taft Stettinius & Hollister LLP
Attn: Elaine Nolen
90 South Cascade Avenue, Suite 1500
Colorado Springs, Colorado 80903
enolen@taftlaw.com

11. Assignment. This Agreement may not be assigned by BUR Fuel, in whole or in part.

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

13. Airport Rules and Regulations. BUR Fuel and its Designees shall comply with the Authority's July 1, 2023 Airport Rules and Regulations and with Best Management Practices. BUR Fuel acknowledges that the Airport Rules and Regulations are available on the Authority's webpage (hollywoodburbankairport.com). All provisions of this Agreement shall be subordinate to the Airport Rules and Regulations, and in the event of conflict, the Airport Rules and Regulations shall govern. Violations of the Airport Rules and Regulations by BUR Fuel or its Designees shall be punishable as stated in the Airport Rules and Regulations including by administrative fines.

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

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

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

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

18. Exhibits. 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 Exhibit A through Exhibit B, 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 C, the provisions of Exhibit C shall prevail.

19. 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 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.

20. Entire Agreement. This Agreement (including the attached Exhibits) contains the entire contract between the Authority and BUR Fuel on the access to the Access Area for the

Authorized Activities. This Agreement may be modified or amended only by a writing executed by the parties.

[Signature page follows]

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

**BUR FUEL COMPANY, LLC, a Delaware
limited liability company**

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

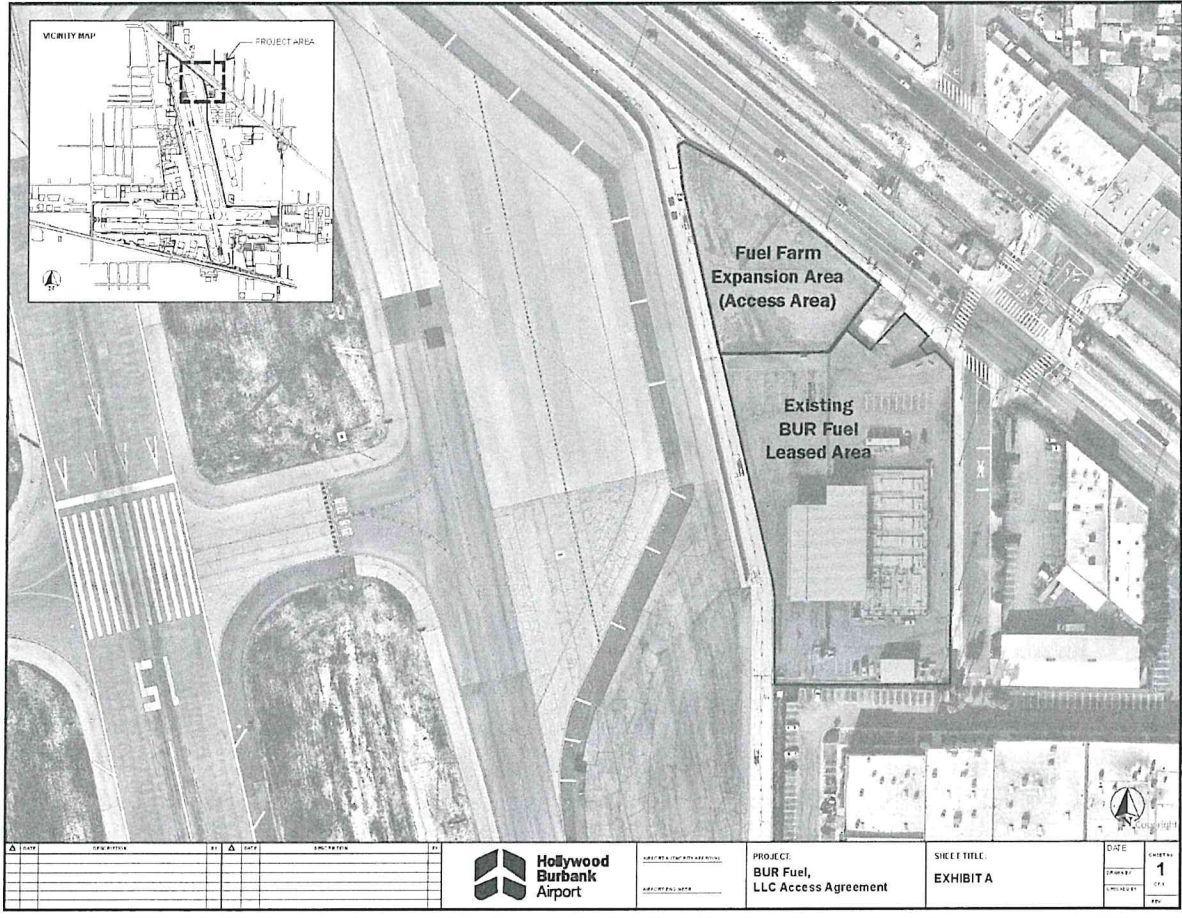
By: Jake Hornibrook
Print Name: Jake Hornibrook
Title: Chairperson, Fuel Committee
Date: 03/03/2026

By: _____
Print Name:
Title:
Date: _____

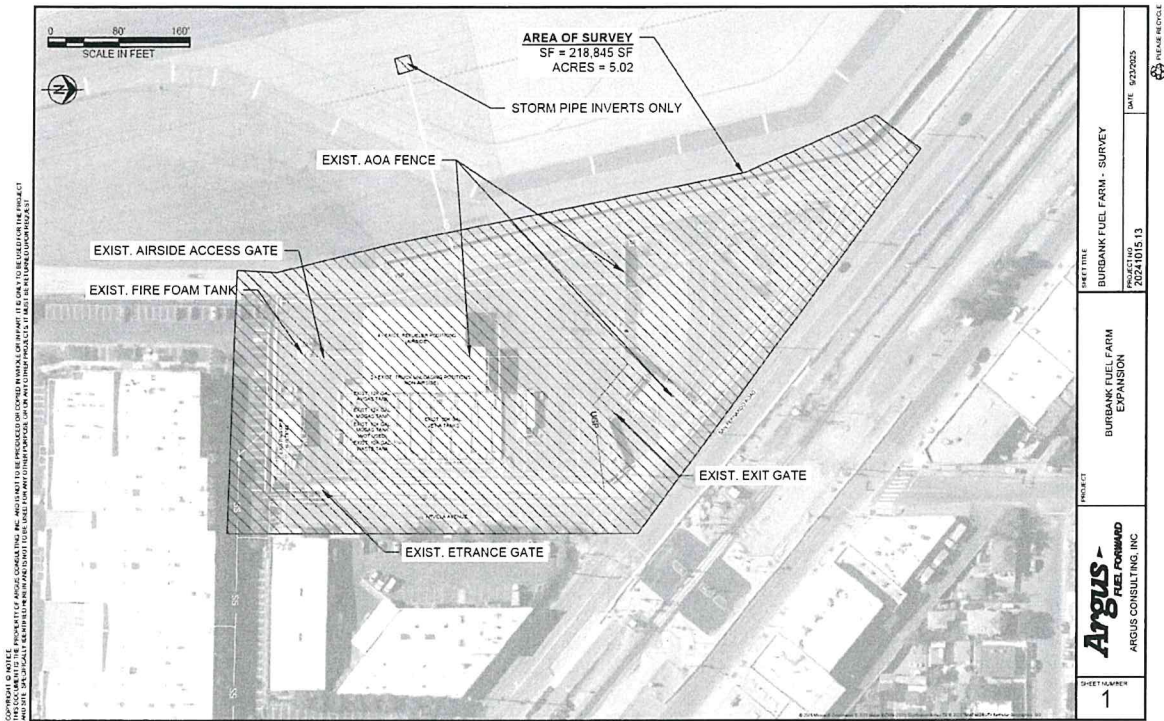
EXHIBIT A

DEPICTIONS OF ACCESS AREA

ACCESS AREA

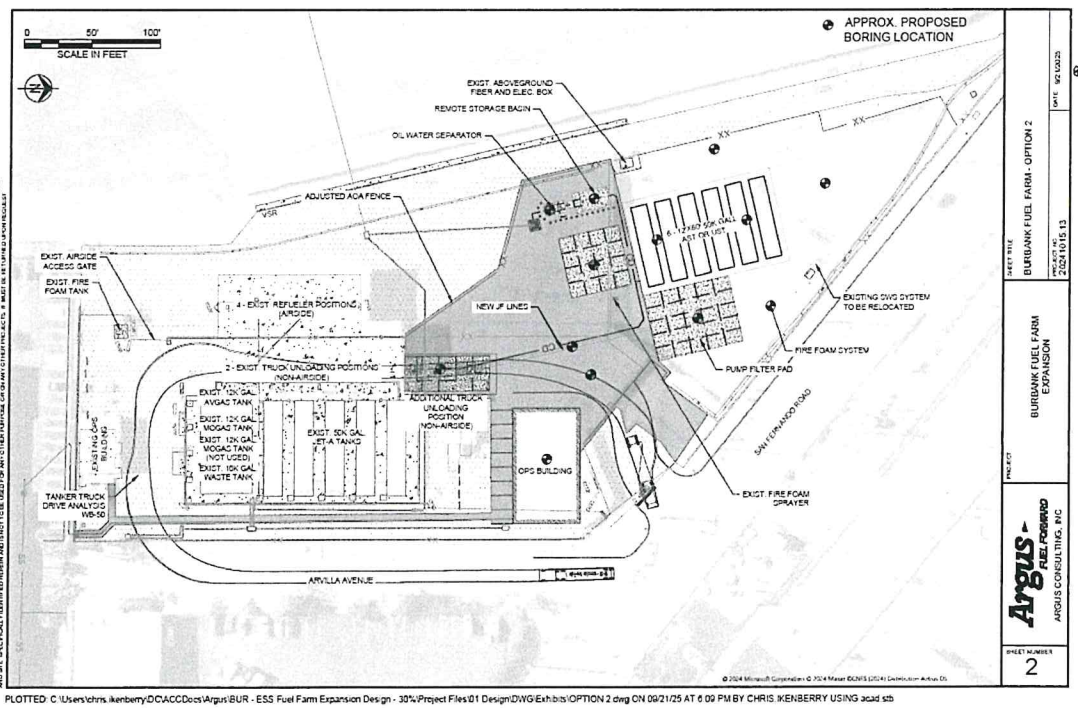
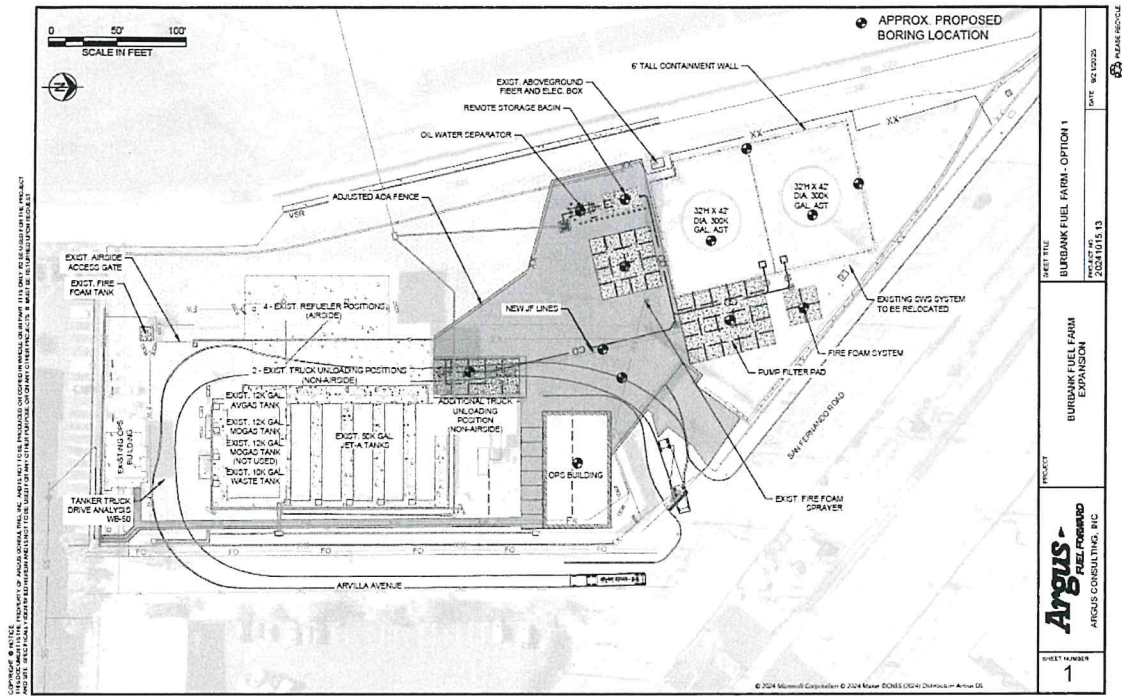


**DEPICTION OF ACCESS AREA AS RELATED TO ANTICIPATED PLANIMETRIC,
UTILITY, AND TOPOGRAPHICAL SURVEY SCOPES OF WORK:**



NOTE: Survey boundary subject to minor field adjustments.

DEPICTION OF ACCESS AREA AS RELATED TO ANTICIPATED GEOTECHNICAL SERVICES SCOPE OF WORK:



NOTE: Exact location and number of borings subject to minor field adjustments.

EXHIBIT B
TENANT IMPROVEMENT FORM
(ATTACHED)

**TENANT IMPROVEMENT
REQUEST FOR APPROVAL**



MUST BE SUBMITTED AND APPROVED PRIOR TO THE START OF WORK

1. GENERAL INFORMATION

Tenant _____ Date _____
Point of Contact _____ Phone # _____
Address _____ Email _____
Proposed Improvements* _____

Estimated Costs _____ Estimated Start Date _____ Estimated Completion Date _____

**Attached any supplemental information such as pictures, materials or equipment specifications, location map, site plans, architectural plans, drawings, project schedule.*

2. CONTRACTOR INFORMATION

Company Name _____ License# _____
Point of Contact _____ Phone # _____
Address _____
Email _____

**Contractor must submit required Certificate of Insurance, Material and Labor Bond. See Page 3.*

3. SIGNATURE

Signature _____ Date _____
Name _____ Company _____ Title _____

4. AIRPORT DEPARTMENT APPROVALS

Business & Property
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Operations
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Engineering
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

4. AIRPORT DEPARTMENT APPROVALS continued

Maintenance
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Noise & Environmental
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Fire
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Safety SMS
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Security/Police
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

Parking/Ground Access
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

ICT
Name _____ Signature _____ Date _____
Pre-Construction Call Required (Yes__No__)
Inserted Comments in TI Supplement (Yes__No__)*

**If marked yes, please reference the separate TI Supplement document for more information.*

5. FINAL APPROVAL

Airport Administration
Name _____ Signature _____ 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, 2, and 3 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 REQUIREMENTS

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 C

FEDERAL REQUIREMENTS

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

2. **General Civil Rights Provisions.**

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

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

C. If BUR Fuel transfers its obligation to another, the transferee is obligated in the same manner as BUR Fuel.

3. **Civil Rights – Title VI Assurance.**

A. During the performance of this contract, BUR Fuel, for itself, its Designees, its assignees, and successors in interest 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) including amendments thereto;

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

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

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

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

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

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

9. 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 Agreement, BUR Fuel, for itself, its Designees, assignees, and successors in interest, agrees as follows:

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

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by BUR Fuel and its Designees 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 BUR Fuel and its Designees of the BUR Fuel and its Designees' obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: BUR Fuel and its Designees 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 BUR Fuel and its Designees is in the exclusive possession of another who fails or refuses to furnish the information, BUR Fuel and its Designees will so certify to the Authority 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 BUR Fuel or its Designees' noncompliance with the non-discrimination provisions of this Agreement, the Authority 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 BUR Fuel and its Designees under the Agreement until BUR Fuel and its Designees comply; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: BUR Fuel and its Designees 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. BUR Fuel and its Designees will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if BUR Fuel and its Designees become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BUR Fuel and its Designees may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, BUR Fuel and its Designees may request the United States to enter into the litigation to protect the interests of the United States.

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

A. BUR Fuel and its Designees for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

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

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

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

A. BUR Fuel and its Designees for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that BUR Fuel and its Designees will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

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

6. Disadvantaged Business Enterprise.

A. BUR Fuel and its Designees, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. BUR Fuel shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by BUR Fuel to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to: 1) Withholding monthly progress payments; 2) Assessing sanctions; 3) Liquidated damages; and/or 4) Disqualifying BUR Fuel from future bidding as non-responsible.

B. To the extent applicable with respect to any payments received by BUR Fuel from the Authority, BUR Fuel agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Authority and to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

C. To the extent requirements of 49 CFR Part 26 are applicable to the work contemplated in this Agreement, the requirements of this Section 6.C shall apply. BUR Fuel must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of the Authority. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. BUR Fuel shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Authority. Unless the Authority's consent is provided, BUR Fuel shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that BUR Fuel has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, BUR Fuel must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request. The Authority must give the DBE five days to respond to BUR Fuel's notice and advise the Authority and BUR Fuel of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Authority should not approve BUR Fuel's action. If required in a particular case as a matter of public necessity (e.g., safety), the Authority may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

7. **Domestic Preferences for Procurements.** BUR Fuel and its Designees certify by entering into this Agreement that, to the greatest extent practicable, BUR Fuel and its Designees have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

8. **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq., the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. BUR Fuel and its Designees have full responsibility to monitor compliance to the referenced statute or regulation. BUR Fuel and its Designees must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9. Foreign Trade Restriction.

By entering into this Agreement, BUR Fuel and its Designees certify that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

BUR Fuel and its Designees must provide immediate written notice to the Authority if BUR Fuel and its Designees learn that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. BUR Fuel and its Designees must require subcontractors provide immediate written notice if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be enter with an entity:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

BUR Fuel and its Designees agree that it will incorporate this provision for certification without modification in all lower tier subcontracts. BUR Fuel and its Designees may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless BUR Fuel and its Designees have knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

10. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. BUR Fuel and its Designees must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to their employees. BUR Fuel and its Designees retain full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). BUR Fuel and its Designees must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. BUR Fuel and its Designees agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (Public Law 115-232 § 889(f)(1).)

12. Prohibition of Covered Unmanned Aircraft Systems (UAS). BUR Fuel certifies that it is aware of and will comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note). BUR Fuel warrants that any UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations. Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

13. Tax Delinquency and Felony Convictions. BUR Fuel and its Designees represent that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. BUR Fuel and its Designees represent that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

14. Veteran's Preference. In the employment of labor (excluding executive,

administrative, and supervisory positions), BUR Fuel and its Designees and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Superior Life Support, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated April 20, 2026 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Superior Life Support, Inc. (“Consultant”), a California corporation.

RECITALS

A. The Authority owns and operates Hollywood Burbank Airport (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: emergency medical technician certification/recertification, continuing education, and quality improvement/quality assurance services.

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

NOW, THEREFORE, the parties agree as follows:

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

A. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Commencement Date”: April 20, 2026.

C. “Contract Administrator”: Chief Lewis Pianka or a duly authorized designee.

D. “Contract Limit”: \$87,324.

E. “Executive Director”: John T. Hatanaka or a duly authorized designee.

F. “Expiration Date”: April 19, 2029.

G. “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.

H. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

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

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

K. “Proposal”: Consultant’s February 2, 2026 proposal set forth in the attached Exhibit C.

L. “Liabilities”: any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

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

2. Services.

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

B. 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.

C. Consultant’s duties and services under this Agreement shall not include preparing or assisting the Authority with any portion of the Authority’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Authority. The Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Authority to ensure that all competitors for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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. This Agreement shall commence on April 20, 2026, and shall expire on April 19, 2029, unless earlier terminated.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised

sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

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

4. Compensation.

A. The Authority shall compensate Consultant for performance of the Services, and Consultant agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. 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). 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. Consultant shall defend, hold harmless, and indemnify the Indemnitees from and against any Liabilities that arise out of the acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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 regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed 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: Lewis Pianka
E-mail: Lpianka@bur.org

Consultant
Superior Life Support, Inc.
25261 Avenue Tibbitts
Santa Clarita, CA 91355-3433
Attn: Thomas Stafford, President
E-mail: Thomas@superiorlifesupport.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 the Proposal. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

15. Rules of Construction. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa; the term "shall" is mandatory and the term "may" is permissive; the term "business day" means a non-holiday weekday; the term "regular business hours" means the period from 8:00 a.m. PST to 5:00 p.m. PST on a business day; and the terms "include," "includes," and "including" are illustrative and nonexhaustive.

16. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

17. Exhibits. Exhibits A through 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.

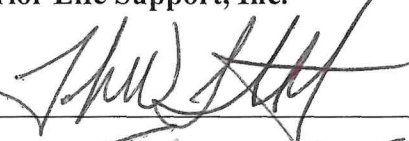
18. Incorporation of Mandatory Language. Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If any such provision is not inserted, or is not correctly inserted,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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Superior Life Support, Inc.

By: 

Print Name: THOMAS STAFFORD

Chairperson President Vice President

By: 

Print Name: THOMAS STAFFORD

Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

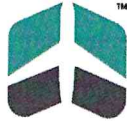
Jess A. Talamantes, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)



**Hollywood Burbank
Airport**

**EMT CERTIFICATION, CONTINUING EDUCATION, AND QI/QA PROGRAM
HOLLYWOOD BURBANK AIRPORT
RFP NO. ARFF26-01 REBID**

**EXHIBIT A
SCOPE OF SERVICES**

All aspects of the EMS program will be closely coordinated with the Hollywood Burbank Airport Fire Department Chief Officers and Medical Director.

A. EMT Recertification

- EMT-Basic re-certification program for 22 EMT-Basics.
- Meet California EMSA and LAC DHS EMS Agency requirements.
- Administer required written and skills exams.
- Maintain CE compliance and NREMT alignment, if applicable.

B. Continuing Education (CE)

- Provide a minimum of **40 CE hours annually** to all EMT personnel.
- Offer in-person, online, and/or hybrid formats.
- Must be an approved Continuing Education Provider (CEP) under EMSA.
- Topics shall include but not limited to:
 - Preparatory / Professional issues (EMS system, safety & wellness, medical/legal, ethics)
 - Anatomy, physiology, medical terminology, lifespan development Advanced airway and ALS integration
 - Pharmacology (med safety; assisting/admin per scope; indications/contraindications)
 - Airway, respiration, ventilation (BVM, oxygen delivery, airway adjuncts, respiratory emergencies)

- Patient assessment (scene size-up, primary/secondary, history, reassessment, documentation)
- Medical emergencies (“Medicine”) (cardiac, respiratory, neuro, endocrine, toxicology/overdose, allergy/anaphylaxis, environmental, behavioral, etc.)
- Trauma (bleeding control, shock, soft tissue, MSK, head/spine, chest/abdomen, burns)
- Special patient populations (OB/neonatal, pediatrics, geriatrics, special needs, abuse/neglect)
- EMS Operations (ICS/incident management, MCI, ambulance ops & safety, extrication/rescue interface)

C. Quality Improvement / Quality Assurance (QI/QA)

- Develop and manage an EMS QI/QA program in accordance with:
 - **LAC EMS Agency Ref. No. 620 (QI Program Requirements)**
- Review and analyze EMS reports, PCR’s, and clinical data.
- Facilitate case reviews and skills remediation.
- Provide quarterly QI reports and annual performance summaries.

D. Records and Compliance Support

- Maintain accurate CE and certification records for audit readiness.
- Support preparation for LAC EMS Agency audits and reviews.
- Coordinate with Base Hospital and Fire Department EMS Coordinator.

E. Mass Casualty Incident (MCI) Drill

- Organize and facilitate an MCI drill once per year in person at the Airport
 - Drill activities to include: scenario development, use of patient mannequins, live role players, and evaluation.
 - Assist in development and implementation of Triennial full-scale exercise.

Deliverables:

Item	Frequency	Format
EMT Training Calendar & Outline	Annually	PDF or Word
CE Class Rosters & Documentation	Ongoing	Digital & Hard Copy
QI/QA Reports	Quarterly	PDF
Annual Summary Report	Annually	PDF
Audit Readiness Files	As Requested	Binder + Digital Copy

EXHIBIT B
Fee Schedule

(attached)



Hollywood Burbank
Airport

RFP ARFF26-01 Rebid: Exhibit B – Fee Schedule

RFP Title: EMT Certification, Continuing Education, and QI/QA Program

Proposer Name: Thomas Stafford, President Superior Life Support

Date: 3-18-2026

Instructions to Proposers:

- Provide all-inclusive costs for each year as indicated below.

FEE SCHEDULE TABLE

Year	Contract Period	Total Cost
Year 1	April 20, 2026 - April 19, 2027	\$ 28,226
Year 2	April 20, 2027 - April 19, 2028	\$ 29,099
Year 3	April 20, 2028 - April 19, 2029	\$ 29,999
Year 4 (if exercised)	April 20, 2029 - April 19, 2030	\$ 30,899
Year 5 (if exercised)	April 20, 2030 - April 19, 2031	\$ 31,826
Grand Total		\$ 150,049

Authorized Signature: [Signature]

Name and Title: Thomas Stafford

Date: 3-18-2026

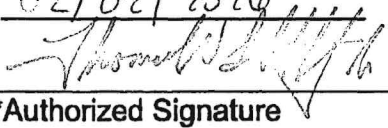
EXHIBIT C
Proposal

(attached)

REQUEST FOR PROPOSALS ("RFP")

**EMT CERTIFICATION, CONTINUING EDUCATION, AND QI/QA PROGRAM
HOLLYWOOD BURBANK AIRPORT
RFP NO. ARFF26-01 REBID**

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all subcontractors, suppliers, joint ventures, teaming agreements, and the like, and that the information submitted is true and accurate to the best of its knowledge. Respondent confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

Date: <u>02/02/2020</u>	Company Name: <u>Superior Life Support, Inc</u>	
	<u>Thomas Stafford</u>	<u>President</u>
*Authorized Signature	Name	Title
*Authorized Signature	Name	Title

*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by either the Chairperson of the Board, the President, or any Vice President; and one (1) signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

**EMT CERTIFICATION, CONTINUING EDUCATION, AND QI/QA PROGRAM
HOLLYWOOD BURBANK AIRPORT**

RFP NO. ARFF26-01 REBID

1.1 (Attached Cover Letter)

1.2 Executive Summary

Superior Life Support, Inc. (SLS) is pleased to submit this proposal to provide comprehensive EMT certification, continuing education, and Quality Improvement/Quality Assurance (QI/QA) program services for Hollywood Burbank Airport. With 25 years of operational experience, designation as an American Heart Association (AHA) Training Center, and a specialized focus on certification and compliance-based training for medical professionals, SLS is uniquely positioned to support the Airport's EMS readiness, regulatory compliance, and continuous performance improvement objectives.

SLS brings a proven team of EMS and fire service educators with extensive experience in large metropolitan fire departments, airport EMS operations, higher education, and formal QI/QA and risk management programs. Our approach emphasizes regulatory alignment, clinical excellence, data-driven quality management, and operational continuity. The proposed program delivers predictable costs, scalable services, and measurable outcomes over the predicted 3-year term with optional 2-year extension for provided services.

a. Respondent's Contact Information

Name: Thomas Stafford
Title: President
Telephone: (661) 645-0218

- b. Case for Selection:** Superior Life Support, Inc. (SLS) is uniquely qualified to serve as the Authority's EMT certification, continuing education (CE), and Quality Improvement/Quality Assurance (QI/QA) services provider based on its depth of experience, demonstrated performance with comparable agencies, and its ability to deliver compliant, reliable, and high-quality EMS education programs in complex operational environments. SLS brings 25 years of continuous service in EMS education and certification, with a focused specialization in regulatory compliance, clinical competency, and workforce readiness for fire departments, EMS agencies, and airport-based operations. As an American Heart Association Training Center, SLS is authorized and experienced in delivering nationally recognized certification programs while integrating state and local EMS authority requirements. SLS leadership and instructional staff have successfully provided EMT certification, CE, and QI/QA services for major metropolitan fire departments, airport-adjacent fire authorities, and regional EMS systems.

Airport and Fire Authority Experience

Support for the Burbank/Hollywood Fire Authority Training Site, including certification oversight and compliance support

LAFD Air Operations EMS education, addressing aviation-specific EMS response requirements

Livermore/Pleasanton Fire Department and Santa Monica Fire Department AHA Training Site support, ensuring continuous certification compliance for sworn personnel

QI/QA and Risk Management Expertise

Thomas Stafford, a former LAFD EMS Training Commander and QI/QA and Risk Management Analyst, has experience with implementing and managing EMS quality programs focused on clinical review, documentation accuracy, performance improvement, and risk mitigation. These programs have provided support during audits, accreditation processes, and internal performance evaluations.

Richard Senneff's experience as a QA/QI Analyst for Hawthorne and South Pasadena Fire Departments further strengthens the respondent's ability to deliver data-driven quality assurance programs tailored to the Authority's operational profile.

Instructional Excellence and Academic Integration

SLS educators combine field-based operational experience with academic rigor. John Terrusa's role as a Ventura City College Associate Professor and NAEMT/NAEMSE Instructor ensures curricula are current, evidence-based, and aligned with adult learning principles. This dual academic and operational perspective enhances knowledge retention, skills competency, and clinical decision-making among EMT personnel.

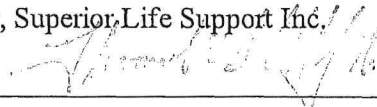
These assignments of our key personnel and training faculty required coordination with multiple stakeholders, adherence to strict regulatory standards, and delivery of training without disruption to emergency operations—capabilities directly applicable to Hollywood Burbank Airport.

c. Authorized Signer for Proposal Submission

Name: Thomas Stafford

Title: President, Superior Life Support Inc.

Signature: _____



- d. **Potential Conflicts:** In accordance with applicable ethical and professional standards, the respondent certifies that no actual, potential, or apparent conflicts of interest exist with respect to this proposal. The respondent agrees to promptly disclose any conflict that may arise during the course of the service term.

2. Firm Qualifications

Legal Business Name: Superior Life Support, Inc.

Physical Business Street Address for Headquarters:

25261 Avenue Tibbitts, Santa Clarita CA 91355

Number of years in business: 25 years

Number of Employees: 12

Description of Organization: Superior Life Support is a women-owned corporation that has over 25 years of experience providing quality certification and medical training to healthcare professionals and the general public. Over the years, they have provided instructional support and logistical structure to a number of entities from private sector to municipalities. The training staff have decades of experience providing EMS and Fire education courses, continuing education and offering instructional programs for county and city compliance.

3. Experience and Past Performance

a. Statement to meet Scope of Services

Superior Life Support, Inc. has a documented history of meeting and exceeding each element of the Scope of Services described in Exhibit A for the EMT Certification, Continuing Education, and QI/QA Program for Hollywood Burbank Airport. Drawing upon the relevant organizational experience and the professional qualifications of its key personnel, SLS demonstrates full capability to deliver all required services as outlined below.

b. Relevant Experience

EMT Recertification

SLS has extensive experience administering EMT-Basic recertification programs that comply with California EMSA and local EMS agency requirements. Thomas Stafford, former LAFD EMS Training Commander, has overseen EMT and paramedic certification and recertification programs for large fire departments, ensuring compliance with state and county EMS regulations. SLS routinely administers written and skills examinations and maintains continuing education documentation aligned with NREMT standards, directly satisfying the Exhibit A requirements for EMT recertification.

Continuing Education (CE)

As an established EMS education provider and American Heart Association Training Center, SLS regularly delivers annual continuing education programs that exceed minimum hour requirements. SLS educators, including Richard Senneff and John Terrusa, have developed and delivered CE curricula across all mandated EMS topic areas, including patient assessment, airway and respiratory management, trauma, medical emergencies, special populations, EMS operations, and professional issues. These programs have been successfully delivered in in-person, online, and hybrid formats for fire departments and EMS agencies, fully aligning with Exhibit A CE requirements and EMSA CEP standards

Quality Improvement / Quality Assurance (QI/QA)

SLS leadership has direct experience developing and managing EMS QI/QA programs consistent with Los Angeles County EMS Agency Reference No. 620. Thomas Stafford's background as an LAFD QI/QA and Risk Management Analyst, combined with Richard Senneff's QA/QI analyst experience for Hawthorne and South Pasadena Fire Departments, ensures SLS's ability to review patient care reports, analyze clinical data, conduct case reviews, and implement remediation when indicated. SLS has a proven record of producing recurring quality reports and annual performance summaries in accordance with regulatory expectations, meeting all Exhibit A QI/QA requirements

Records Management and Compliance Support

SLS maintains structured systems for tracking certifications, CE credits, and audit documentation. The organization has supported EMS agencies through local EMS audits, accreditation processes, and compliance reviews by maintaining accurate records and coordinating with base hospitals and EMS coordinators. This experience directly addresses Exhibit A requirements for audit readiness, record maintenance, and interagency coordination.

Mass Casualty Incident (MCI) Drill Support

SLS personnel have participated in and supported large-scale EMS training exercises, including airport-related and multi-agency operations. Leveraging experience from LAFD Air Operations EMS training and fire authority support roles, SLS is capable of organizing and facilitating annual MCI drills, including scenario development, use of mannequins and role players, performance evaluation, and support of triennial full-scale exercises, as required under Exhibit A.

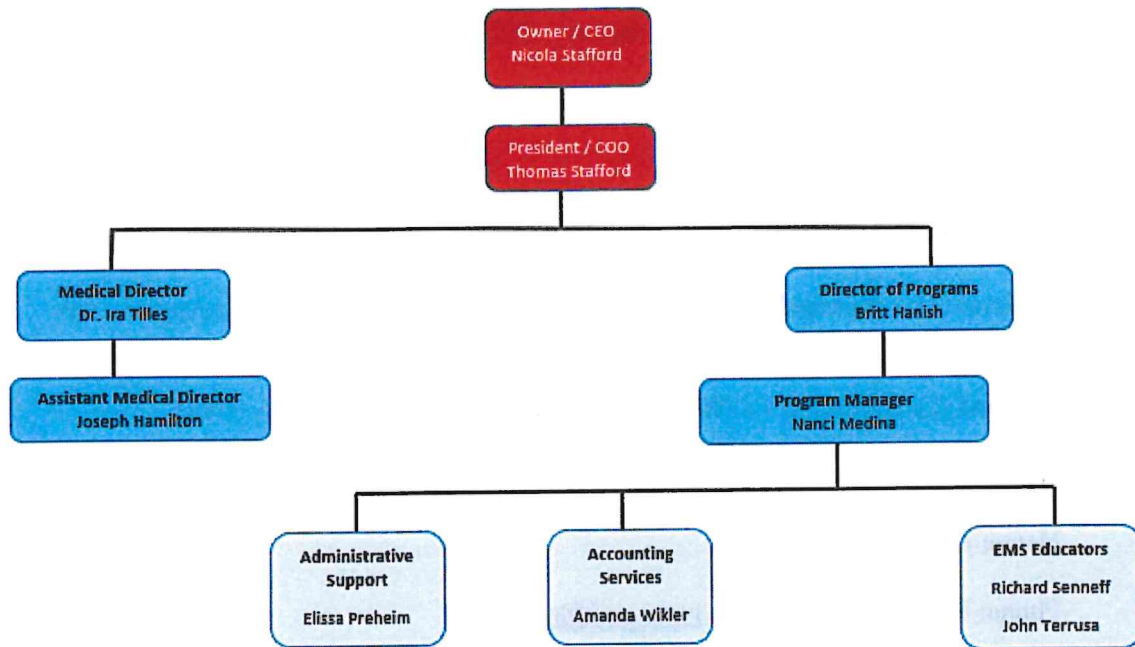
Deliverables and Reporting

SLS has an established history of producing formal training calendars, CE rosters, QI/QA reports, annual summaries, and audit-readiness files in both digital and hard-copy formats. These deliverables are routinely provided to fire departments and EMS agencies and fully align with the schedule and formats specified in Exhibit A.

4. Organization and Key Personnel



Superior Life Support, Inc. Organizational Chart



Revised 1.2026

(See uploaded Resumes and CVs for Key Personnel)

Medical Director: Dr. Ira Tilles

Assistant Medical Director: Joseph Hamilton

Director of Programs: Britt Hanish

Program Manager: Nanci Medina

EMS Educator (1): Richard Senneff

EMS Educator (2): John Terrusa

c. References (See uploaded Letters of Reference)

Reference 1

Name: Dr. Ira Tilles

Phone: 805-587-1241, Email: basstilles@charter.net

Address: Simi Valley Adventist Hospital - 2975 Sycamore Dr, Simi Valley, CA 93065

Reference 2

Name: Nanci Medina

Phone: 714-943-7787, Email: nancimedina@yahoo.com

Address (1): Los Angeles Fire Department - 200 N Main St #18th, Los Angeles, CA 90012

Address (2): CAL-JAC - 1780 Creekside Oaks Dr, Sacramento, CA 95833

Reference 3

Name: Lyn Riley

Phone: 818-813-4958, Email: lynensed@aol.com

Address (1): Hawthorne Fire Department - 4475 W El Segundo Blvd, Hawthorne, CA 90250

Address (2): South Pasadena Fire Department - 215 N. Marego Avenue, #195, Pasadena CA 91101

Reference 4

Name: Joe Hamilton

Phone: 702-647-5053, Email: joehamilton.emspac@outlook.com

Reference 5

Name: John Terrusa

Phone: 805-551-9101, Email: jterrusa@gmail.com

***** These individuals will not be substituted without prior written approval from the Authority.***

5. Proposed Approach

a. Proposed Approach to activities

The Respondent proposes a structured, compliant, and operationally focused approach to delivering EMT certification, continuing education, quality improvement, and emergency preparedness services for the Hollywood Burbank Airport. The approach reflects a clear understanding of the Authority's responsibility to maintain continuous EMS readiness within an active airport environment, while meeting California EMS Authority and Los Angeles County EMS Agency requirements.

All services will be coordinated with Authority Chief Officers, the EMS Coordinator, and the Medical Director to ensure regulatory compliance, defensible documentation, and audit readiness, consistent with the Scope of Services outlined in Exhibit A.

b. Allocation of tasks

Respondent Team: Responsible for curriculum development, instruction, skills verification, QA/QI analysis, reporting, and MCI facilitation.

Authority Staff: Provide scheduling coordination, operational input, and leadership review of findings and recommendations.

Medical Director: Provides clinical oversight, protocol alignment, and QA/QI review.

This structure ensures clear accountability while maintaining strong collaboration.

c. Sample Training Session Calendar (See uploaded training calendar & topics)

d. The Respondent will manage a comprehensive EMS QA/QI program consistent with Los Angeles County EMS Agency Reference No. 620. All QA/QI activities will be planned and reviewed in collaboration with the Authority's Medical Director and designated staff.

QA/QI activities will be tracked and managed using a secure, third-party, online database. Details provided upon request. This system will support:

- Review and trend of patient care reports and clinical data
- Documentation of case reviews, remediation, and follow-up
- Generation of quarterly QA/QI reports and an annual summary
- Audit-ready record retention and version control

Quarterly reports will provide actionable findings while minimizing administrative burden on Authority personnel.

- e. The Respondent offers a collective average of over 25 years of active field and instructional experience in EMS and fire-service education. This experience is supported by the strategic use of digital tools to identify trends, reduce risk, and improve system performance.

QA/QI findings will be synthesized and presented quarterly to Authority leadership using a structured "Stop / Start / Continue" framework, enabling focused, data-driven decision-making. This approach supports proactive risk mitigation, reinforces effective practices, and aligns continuous improvement with the Authority's operational priorities.

6. Proposed Compensation (See uploaded Exhibit B – Cost File)

7. Sample Agreement Acknowledgement Statement

8. Insurance

Ira Howard Tilles, M.D. F.A.C.E.P.

A Diplomate of the American Board of Emergency Medicine

2530 Duval Road, Santa Rosa Valley, CA 93012 (805) 587-1241 basstilles@roadrunner.com

EMPLOYMENT

Simi Valley Hospital and Medical Center, 2007 – Present

Assistant Medical Director/EMS Liaison

Committee Member of Prehospital Services, Trauma Operational Review, STEMI

Midlevel Program Director

Staff Emergency Physician

President, Focus Clinically Integrated Network, Adventist Health Simi Valley

2019-present

Secretary/Treasurer, Medical Executive Committee 2018-present

Chief of Staff Elect, Medical Executive Committee 2020-present

Superior Life Support/Burbank Airport Fire Department

Medical Director, 2019-present

Lifeline Medical Transport

Medical Director, 2019-present

Los Robles Hospital and Medical Center, 2007 – 2015

Staff Emergency Physician

Northridge Hospital and Medical Center, 2007 – 2014

Staff Emergency Physician

West Hills Hospital and Medical Center, 2007

Staff Emergency Physician

Kaiser Permanente of Southern California, 2001 - 2007

Staff Emergency Physician, Los Angeles Campus

Drug Utilization Committee Member

CME Committee Member

UCLA Olive View 2005 – 2007

Volunteer Attending, Emergency Medicine Residency

Michael O'Callaghan Federal Hospital, Las Vegas, NV, 2001 - 2003

Major, Active Duty Reserve Officer

Emergency Medicine Physician

Acting Service Chief

EMT Trainer

Wilford Hall Medical Center, Lackland Air Force Base, TX, 2000 – 2001

Major, Active Duty Reserve Officer

Attending Emergency Medicine Residency Faculty

Resident Mentor

Associate Research Director

Pediatric Department Liaison

Triage Disaster Team Leader

Resident Applicant Coordinator

Advanced Pediatric Life Support Instructor/Coordinator

Emergency Services Chief, Prince Sultan AFB, Saudi Arabia, 2001

Los Angeles Air Force Base, CA, 1995 – 1997

General Medical Officer (Primary Care)

Utilization Manager

Fort MacArthur Clinic Element Leader

Judge Advocate General Medical Liaison

Washington, D.C. Veteran's Administration Hospital, 1990 – 1993

Laboratory Technician

University of California, Davis, CA, 1986 – 1989

Fire Fighter/Engineer/OIC/Emergency Medical Technician

Newhall Ambulance, Newhall, California, 1985

Emergency Medical Technician

LICENSES AND CREDENTIALS

California State Medical License

Drug Enforcement Administration Certificate

PROFESSIONAL ASSOCIATIONS

American College of Emergency Physicians, Elected Fellow 2003

San Antonio Emergency Medicine Alumni Association

Founding President

Emergency Medicine Residents Association

TEACHING EXPERIENCE

ACLS/PALS/CPR American Heart Association instructor, 2012 - Present

Grand Rounds Lectures, 2005-2006

“Emergency Department Approach to Altered Mental Status”

“Emergency Department Approach to Abdominal Pain”

“Upper Extremity and Neck Trauma”

“Altered Mental Status”

“Pneumonia Severity Index in the Emergency Department”

EDUCATION

San Antonio Uniformed Services Health Education Consortium, Emergency Medicine Residency

Graduated, 2000 Board Certified, 2001

Travis Air Force Base/University of California, Davis Surgical Residency

PGY1 and PGY2 complete, 1995

Combat Casualty Care Course (with ATLS), 1995

The George Washington University School of Medicine

Doctor of Medicine, 1993

University of California, Davis

Bachelor of Science, 1989

Major, Animal Physiology, Minor, Music

Firefighter 1A

Aerospace Medicine Primary Course, Brook Air Force Base

Flight Surgeon Certification, 2000

Emergency Medicine Basic Research Skills Workshop

Completed, 2000

Critical Care Air Transport Course

Completed, 2001

HONORS AND AWARDS

Adventist Health Simi Valley, Doctor of the Quarter, 1ST quarter 2019

United States Air Force Commendation Medal, 2001-2003

99th Air Base Wing Top Performer Award, 2003

United States Air Force Achievement Medal, 1995-1997

United States Air Force Officer's Commission and Health Professions Scholarship for Medical School, 1989 – 1993

Gill Fellowship Award, George Washington University, School of Medicine, 1989

Animal Science Departmental Award, University of California, Davis, 1984

Outstanding Senior Award, University of California, Davis, 1989

Dean's List, University of California, Davis, 1984 – 1989

PUBLICATIONS

“Intravenous Epinephrine in Life-threatening Asthma.” *Annals of Emergency Medicine*, May 2003, Volume 41, Number 5, p706 - p711.

“Hyperventilation Syndrome.” Authored chapter in on-line book: *AAEM's Emergency Medical and Family Health Guide*, www.emedicine.com. Completed 2001, Updated 2002

"Comparative Study of the Safety and Efficacy of Two Oral Doses of ABT-773 for the Treatment of Community Acquired Pneumonia." Research conducted with Abbott Pharmaceuticals at Wilford Hall Medical Center, San Antonio, Texas.

"Functional Endothelial Changes Seen in Freeze-Thaw Injury." Research conducted with the research laboratory at Brooke Army Medical Center, San Antonio, Texas.

"Prevention of Post-Ischemic Canine Neurologic Injury through Potentiation of Brain Metabolism by Acetyl-L-Carnitine." SAEM meeting, Toronto, 1992. George Washington University, School of Medicine, Department of Emergency Medicine.

"Influence of Carbon Dioxide on the Breuer-Hering Threshold Curve in Dogs." Federation of American Societies for Experimental Biology meeting, San Francisco, 1990. University of California, Davis, Department of Human Physiology.



JOHN TERRUSA

FIREFIGHTER/PARAMEDIC - HELICOPTER CREW CHIEF –
USAR INSTRUCTOR – PROF. OF EM & PREHOSPITAL CARE

OBJECTIVE

To delivers world class medicine in hostile and austere environments. To promote medical, rescue and educational training that fosters a culture of safety.

SKILLS

California State Fire Marshal Fire Instructor with a specialty in Air Operations and Air Crew Instruction. / NAEMSE Instructor - II. / AHA Instructor – “BLS, ACLS & PALS”. / NAEMT Instructor – “PHTLS & AMLS”. / FEMA Instructor - “Medical Team Specialist”. / NWCG Assistant Instructor – “Helicopter Operations & Technical Rescue”. Helicopter Marine Dive Safety Instructor – “HEEDs”. / Paramedic Preceptor and EMS Field Training Officer.

NFPA 1670 and 1006 Compliant – “Confined Space, Structural Collapse, Low Angle Rope Rescue, High Angle Rope Rescue, Advanced Rope Rescue, Hazardous Materials, Trench Rescue, Swiftwater Rescue I & Advanced”. PADI – “Advanced Diver & Rescue Diver”. LA Co ADP – “Master Diver”. National Board of Diving and Hyperbaric Medical Technology – “DMT & CHT”.

EXPERIENCE

FIREFIGHTER/PARAMEDIC/AEROMEDIC • LAFD • 1990 – 2026
Firefighter/Paramedic / Helicopter Crew Chief / Flight Paramedic / Critical Care Paramedic / Paramedic Preceptor / Paramedic FTO / Helitac Standardization Coordinator & Marine Dive Safety Officer - LAFD Air Operations Section / Medical Coordinator and Lead Medical Specialist - FEMA CA-TF 1

ASSOCIATE PROFESSOR - VENTURA COLLEGE • 2015 - PRESENT
Paramedic Instructor / EMT Instructor / AHA Instructor / NAEMT Instructor / NAEMSE Instructor.

PEER SUPPORT COUNSELOR

EDUCATION

PEER SUPPORT COUNSELING EDUCATION • 2015

- INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
- FEMA -LOS ANGELES FIRE DEPARTMENT
- CISM / CISD

LEADERSHIP ACADEMY • 2013 • WEST POINT MILITARY ACADEMY / LOS ANGELES FIRE DEPARTMENT

PARAMEDIC EDUCATION • 1988 • UNIVERSITY OF CALIFORNIA AT LOS ANGELES (DANIEL FREEMAN)

BACHELOR OF FINE ARTS DEGREE • 1986 • CALIFORNIA INSTITUTE OF THE ARTS



JTERRUSA@GMAIL.COM



TWITTER HANDLE



805-551-9101



JOHNERRUSA



JOHN TERRUSA

1B FIREFIGHTER/PARAMEDIC | - HELICOPTER CREW CHIEF -
USAR INSTRUCTOR - PROF. OF EM & PREHOSPITAL CARE



JTERRUSA@GMAIL.COM



TWITTER HANDLE



805-551-9101



JOHN'TERRUSA

Joseph John Hamilton, PA-C, EMT-P, CP-C

9719 Maspalomas St.

Las Vegas, NV 89178

[M] 661.302.5053

JoeHamilton.EMSpac@outlook.com

EDUCATION

High School:

Eisenhower High School, Rialto, CA Graduated 06/1979

Junior College:

San Bernardino Valley College, San Bernardino, AS Degree 06/1988

EMT Program:

Crafton Hills College, Yucaipa, CA 1981

Paramedic Program:

Crafton Hills College, Yucaipa, CA 1984

Fire Academy:

Crafton Hills College, Yucaipa, CA 1984

Police Academy:

San Bernardino County Sheriff's Academy -Honor Graduate 1986

Los Angeles Police Academy - Inaugural Lateral Academy 1989

Physician Assistant:

Stanford University School of Medicine, Palo Alto, CA 2000-2002

EMPLOYMENT HISTORY

07/2024 to Present

Assistant Medical Director | Lead Medical Instructor, PFC GOC, Las Vegas, NV.

As a Trainer specializing in Emergency Medical Response, I provide advanced training to executive protection agents, military personnel, and police officers, equipping them with essential life-saving skills. My responsibilities include:

- Developing and implementing curriculum
- Instructing and facilitating training sessions
- Certifying and assessing participants in compliance with NAEMT- PHTLS, TCCC, and TECC Certification
- Creating customized training solutions
- Promoting continuous improvement and professional development
- Coordinating logistics
- Ensuring safety and compliance during range training and while using munitions for real-world field/range exercises
- Assist with all aspects of tactical training for LEO high risk patrol, and EP Initial training
- Deploy on both overt and covert EP details as needed to support current operations

08/2023 to 07/2024

Physician Assistant, Everside Health Direct Primary Care, Las Vegas, NV.

I deliver comprehensive healthcare services by focusing on patient-centered care and establishing enduring patient-provider relationships. My role involves a blend of clinical and administrative duties aimed at promoting wellness and managing chronic conditions. Key responsibilities include:

- Delivering patient care
- Providing preventive medicine
- Educating patients
- Managing chronic diseases
- Performing diagnostic procedures
- Conducting minor surgical procedures
- Coordinating care
- Managing EHRs
- Following up with patients
- Providing emergency care
- Handling after-hours calls

01/2023 to Present

Lead Paramedic, Covenant Health System, Advanced Care at Home Program, Knoxville, TN.

I lead a team of nine community paramedics to deliver exceptional "hospital at home" services. My primary responsibilities include:

- Providing initial training for all Community Paramedics (CP-C) in compliance with the State of Tennessee Department of Health EMS Division
- Coordinating and delivering courses
- Coordinating clinical activities with multiple providers and organizations
- Leading and coordinating the team
- Managing patient care
- Conducting daily interdisciplinary rounds
- Developing and implementing programs
- Collaborating with stakeholders
- Facilitating training and professional development
- Managing and reporting data
- Responding to emergencies and crises, including after-hour calls

This role requires a blend of clinical expertise, leadership skills, and a commitment to patient-centered care, significantly contributing to the improvement of community health outcomes.

07/2021 to 01/2023

Clinical Research and Content Specialist, Dispatch Health Education

I provided comprehensive training and support for paramedics, nurse practitioners, and physician assistants, focusing on the dissemination of cutting-edge medical knowledge and practical applications. My key responsibilities included:

- Developing training programs, including asynchronous training in ECG interpretation, field management of hypertensive patients, webinar training in suturing, wound care, Foley and suprapubic catheter care, splinting with Ortho Glass, and all aspects of out-of-hospital care for urgent/emergent patients
- Researching, writing, trialing, and delivering an accredited Post-Graduate Fellowship program for Advanced Practice Providers (APPs = Physician Assistants and Nurse Practitioners)
- Creating and distributing weekly "Clinical Pearls" training modules highlighting critical insights, new research findings, practical tips, and the use of offline protocols applicable in a unique practice setting for APPs
- Providing offline medical direction, integrating research and evidence, delivering and facilitating training, and ensuring evaluation and continuous improvement

10/2018 to 07/2021

Lead Physician Assistant, Dispatch Health, Las Vegas, NV.

As the Lead Physician Assistant in a unique out-of-hospital urgent/emergent medicine practice, I built an initial team of 15 APPs (Physician Assistants and Nurse Practitioners), partnered with EMS Personnel (EMT, AEMT, and Paramedic) staffing three response vehicles, and expanded it to a team of over one hundred APPs/EMS Professionals staffing 21 response vehicles, including through the COVID-19 Pandemic. My primary responsibilities included:

- Training and onboarding APP/EMS Professionals
- Overseeing clinical operations
- Providing direct patient care
- Ensuring the delivery of high-quality medical services
- Offering clinical leadership and oversight, including quick response to scenes to support in-service teams
- Managing patient care
- Developing and implementing protocols
- Conducting quality assurance and improvement
- Facilitating training and professional development
- Engaging with patients and the community
- Handling administrative responsibilities, including recruiting, vetting, and making job offers for all new personnel, purchasing and allocating resources, maintaining all patient records, and budgeting

This role required a blend of clinical expertise, leadership skills, and a commitment to providing accessible, high-quality urgent care to diverse populations, significantly contributing to the health and well-being of the community.

01/2018 to 10/2018

Physician Assistant, Dispatch Health, Las Vegas, NV.

As a Physician Assistant in a Mobile Urgent Care Practice, I provided comprehensive medical care to patients in diverse settings, ensuring high-quality, accessible healthcare. My key responsibilities included:

- Assessing, treating, and managing patients
- Responding to emergencies
- Coordinating and collaborating with EMS and local emergency departments
- Conducting quality improvement and professional development

10/2017 to 03/2018

Physician Assistant, DMS-EMCARE [Emergency Department], Las Vegas, NV.

I delivered high-quality, urgent and emergent medical care to patients with a wide range of acute conditions. My key responsibilities included:

- Rapidly assessing and triaging patients
- Providing emergency medical care
- Conducting and interpreting diagnostic tests
- Treating and stabilizing patients
- Educating and communicating with patients and families
- Coordinating with interdisciplinary teams
- Managing crises and making decisions
- Documenting and ensuring compliance
- Pursuing continual education and training

09/2015 to 10/2017

Physician Assistant, The Wonderful Company, Kern County, CA.

I helped establish The Wonderful Center for Innovative Health, which included two rural clinics that delivered comprehensive healthcare services by focusing on patient-centered care and establishing enduring patient-provider relationships.

My role also included establishing an emergency response program that involved training in clinical response to emergencies and urgencies in the clinic and workplace, including certification in collaboration with Superior Life Support and through AHA in BCLS and ACLS. This program was well received, and I was invited back as a consultant after leaving full-time employment.

As a consultant, I created curriculum, including researching, writing, and rolling out Clinical Treatment Guidelines for medical and trauma emergency response in the clinics and packing plants.

12/2013 to 09/2015

Physician Assistant, West Side Health Care District, Taft, CA.

As a Physician Assistant in a rural urgent care setting, I provided high-quality, patient-centered care, often independently, as a licensed physician was frequently not present. I effectively addressed a wide range of acute and chronic medical conditions, ensuring timely and effective treatment for patients of all ages. Key responsibilities in this assignment included:

- Assessing and diagnosing patients
- Treating and managing medical conditions
- Educating and counseling patients and guardians
- Coordinating care with local ground and air EMS assets for emergent patients

- Handling all administrative responsibilities associated with a busy urgent care clinic

This role also allowed me to serve as the sole medical provider in a large men's state prison in the area, where I managed the primary healthcare needs of the inmate population. I conducted comprehensive medical evaluations, diagnosed a range of acute and chronic conditions, and developed and implemented treatment plans. My responsibilities included:

- Prescribing medications
- Performing minor surgical procedures
- Providing emergency care as needed

06/2013 to 12/2013

Physician Assistant, San Joaquin Community Hospital E.D. Bakersfield, CA.

I delivered high-quality, urgent medical care to patients with a wide range of acute conditions. My key responsibilities included:

- Rapidly assessing and triaging patients
- Providing emergency medical care
- Conducting and interpreting diagnostic tests
- Treating and stabilizing patients
- Educating and communicating with patients and their families
- Coordinating with interdisciplinary teams
- Managing crises and making decisions
- Documenting and ensuring compliance
- Pursuing continual education and training

07/2007 to 06/2013

Physician Assistant, Optimal Wellness Center, Bakersfield, CA.

As the sole conventional medicine provider in a multidisciplinary physical medicine practice, I undertook a comprehensive range of responsibilities, effectively bridging conventional and alternative medical approaches.

My primary role involved conducting thorough patient assessments, diagnosing a wide array of medical conditions, and developing individualized treatment plans that integrated both conventional and complementary therapies. I collaborated closely with naturopathic physicians, chiropractors, physical therapists, exercise therapists, massage therapists, and acupuncturists to ensure cohesive patient care. Additional key responsibilities included:

- Managed acute and chronic medical conditions.
- Prescribed medications.
- Performed minor surgical procedures.
- Provided patient education on preventive care and lifestyle modifications.

- Emphasized a holistic approach to health.
- Interpreted diagnostic tests, including lab results and imaging studies.
- Coordinated with other healthcare providers to create a synergistic treatment environment.
- Participated in case conferences, contributing conventional medical insights.
- Ensured patients received comprehensive care addressing physical and holistic health needs.
- Maintained meticulous medical records, ensuring compliance with healthcare regulations and standards.
- Stayed current with medical advancements and integrated new evidence-based practices into patient care.
- Played an integral role in providing high-quality, patient-centered care within a multidisciplinary team.

07/2006 to 07/2007

Physician Assistant, CVO Medical Group, Bakersfield, CA.

In this practice I provided comprehensive medical care to patients with work-related injuries and illnesses. I conducted patient assessments, including medical histories, physical examinations, and diagnostic tests. I developed and implemented treatment plans, prescribed medications, and performed minor surgical procedures.

- Managed follow-up care, ensuring continuity and coordination with other healthcare professionals and specialists.
- Educated patients on injury prevention, rehabilitation, and safe return-to-work practices.
- Responded to overnight emergency calls, handling urgent medical situations and providing critical care.
- Triage cases and made immediate treatment decisions, and stabilized patients for transfer to higher-level care when necessary.
- Maintained meticulous medical records and adhered to regulatory and compliance standards.

My work required strong communication skills with patients and within a multidisciplinary team to ensure optimal patient outcomes and effective case management.

01/2004 TO 07/2006

Physician Assistant, WBC Medical Group, Bakersfield, CA.

Working in a busy urban worker's compensation clinic, I handled a wide range of responsibilities. I provided comprehensive medical care to patients, conducting thorough physical examinations, diagnosing conditions, and developing treatment plans. My role included ordering and interpreting diagnostic tests, such as X-rays and lab work, to ensure accurate diagnoses.

A significant part of my job involved responding to overnight emergency calls, which averaged between 12 and 25 calls per week. These calls required me to quickly assess and manage acute medical issues, often involving traumatic injuries. I collaborated closely with other healthcare

professionals, including physicians, nurses, and physical therapists, to ensure continuity of care and optimal patient outcomes.

In addition to direct patient care, I maintained detailed and accurate medical records, ensuring compliance with all regulatory and legal requirements. I also educated patients about their conditions and treatment options, promoting their understanding and involvement in their own care. Through these efforts, I aimed to provide high-quality, compassionate care to all patients, helping them recover and return to work safely and efficiently.

01/2002 to 01/2004

Physician Assistant, National Health Services, Kern County, CA

As a Physician Assistant and National Health Service Corps (NHSC) Scholar serving in community health clinics in rural central California, I played a pivotal role in delivering healthcare to underserved populations. Fluent in Spanish as my second language, I effectively bridged language barriers to provide comprehensive medical care to Spanish-speaking patients.

- Conducted patient assessments, diagnosed illnesses, and developed treatment plans under supervision of attending physicians.
- Performed minor procedures and administered vaccinations.
- Managed chronic conditions such as diabetes and hypertension.
- Educated patients on disease prevention, medication adherence, and healthy lifestyle choices.
- Empowered patients to take control of their health.
- Collaborated with interdisciplinary teams, including nurses, social workers, and pharmacists, to ensure coordinated care and seamless patient transitions.
- Actively participated in community outreach programs, health screenings, and educational workshops to promote health literacy and preventive care initiatives.

My experience as an NHSC Scholar reinforced my commitment to serving vulnerable populations, advocating for healthcare equity, and addressing healthcare disparities in rural communities. My proficiency in Spanish facilitated meaningful patient-provider interactions and fostered trust and rapport with culturally diverse patients.

Overall, my tenure as a Physician Assistant in rural central California was characterized by dedication to compassionate care, clinical excellence, and a passion for improving health outcomes in underserved areas.

09/2000 to 01/2002

PA Student/National Health Service Corp Scholar, Stanford University, Palo Alto, CA

As a Physician Assistant student at Stanford School of Medicine on a full-ride National Health Service Corps Scholarship (NHSC Scholar), I engaged in a rigorous and comprehensive training program designed to prepare me for a career in primary care in underserved areas. I completed extensive coursework in medical sciences, including anatomy, pharmacology, and clinical

medicine, which provided a strong foundation in diagnosing and treating a wide variety of medical conditions.

Throughout my clinical rotations, I gained hands-on experience in various medical specialties such as family medicine, internal medicine, pediatrics, surgery, and emergency medicine. I worked closely with attending physicians, nurse practitioners, and other healthcare professionals to deliver high-quality patient care. My responsibilities included taking patient histories, performing physical examinations, ordering and interpreting diagnostic tests, and developing treatment plans. I also provided patient education on preventive health measures and managed chronic conditions.

As an NHSC Scholar, I committed to serving medically underserved communities. I participated in community outreach programs, health fairs, and educational workshops to promote health awareness and improve access to healthcare services. My scholarship obligated me to focus on primary care, reinforcing my dedication to addressing healthcare disparities and meeting the needs of vulnerable populations.

Additionally, I developed strong clinical and interpersonal skills, ensuring effective communication with patients, their families, and the healthcare team. My training emphasized cultural competence, empathy, and patient-centered care, all of which are essential in building trust and delivering quality healthcare.

Overall, my experience as a Physician Assistant student at Stanford School of Medicine, supported by the NHSC Scholarship, equipped me with the knowledge, skills, and commitment necessary to excel in providing compassionate and comprehensive care to diverse patient populations.

06/1996 to 09/2000

Paramedic/Firefighter, Provo City FD, Provo, UT

As a Paramedic/Firefighter, I provided emergency medical care and fire response services.

- Responded to medical incidents and fire outbreaks.
- Performed advanced life support procedures, including administering medications, CPR, and stabilizing patients.
- Executed fire suppression techniques and operated firefighting equipment.
- Conducted search and rescue operations.
- Maintained and inspected firefighting apparatus to ensure operational readiness.
- Collaborated with other emergency response teams to support coordinated efforts during multi-agency operations.
- Engaged in continuous training to stay updated with medical protocols and firefighting techniques.
- Participated in public safety education, outreach programs, and safety drills.

By balancing medical care and firefighting, I played a crucial role in safeguarding lives and property.

SWAT Paramedic, Provo/Orem Metro SWAT, Utah County, UT

As a SWAT Paramedic, I provided advanced medical care during high-risk law enforcement operations. I participated in tactical missions, offering immediate medical assistance to injured team members, suspects, and civilians.

- Assessed and stabilized patients, performing advanced life support procedures.
- Ensured rapid medical evacuation when necessary.
- Collaborated with SWAT team members in strategic planning and execution.
- Maintained physical fitness and tactical proficiency for effectiveness in dangerous environments.
- Conducted medical training for team members, equipping them with essential first aid skills.
- Managed specialized medical equipment and supplies, ensuring readiness for emergencies.

I stayed updated with the latest medical protocols and tactical medicine advancements through continuous training. My commitment to safety and preparedness was evident in drills and scenario-based training exercises.

04/1994 to 06/1996

Police Officer, City Corona Police Department, Corona, CA

As a Police Officer, I protected and served the community by maintaining public order and safety.

- Patrolled areas, responded to emergency calls, and enforced laws to prevent crime.
- Investigated incidents, gathered evidence, interviewed witnesses, made arrests, prepared reports, and testified in court.
- Engaged with community members to build trust, address concerns, and help.
- Conducted traffic stops, issued citations, and directed traffic during events and emergencies.
- Participated in ongoing training to stay current on law enforcement techniques.
- Collaborated with emergency services in critical situations, coordinated responses, and provided first aid.
- Worked with local organizations to implement crime prevention programs and educate the public on safety measures.

My role required integrity, physical fitness, and quick decision-making under pressure.

10/1988 to 04/1994

Police Officer III, Los Angeles Police Department, Los Angeles CA

I prepared and taught all California P.O.S.T. tactics requirements for the LAPD Basic Academy. This included responding to off-duty incidents, covering all tactical aspects of high-risk patrol, and instructing on the use of force (UOF) across the acceptable LAPD UOF Continuum. I provided both classroom and field training, including sessions on firearms ranges.

As part of the Tactics Unit, I often carried out in-service training for special problems units at the LAPD Academy. In 1994, I began teaching the First Aid block at the Basic Academy in addition to my Tactics assignment.

While training Basic Academy recruits and active officers and detectives, I pioneered the use of Simunition, a now widely accepted training tool for realistic and non-lethal force-on-force, short-range simulations for military and police officers worldwide.

Police Officer II, Los Angeles Police Department, Los Angeles CA

As a LAPD Police Officer, I worked patrol in several patrol divisions and crime impact units, including LAPD Central Division's "Hype Car" (focused on heroin addicts and dealers), SW Division's Crime Task Force (CTF) (a violent crime task force), and Operations West Bureau (OWB) CRASH, LAPD's premier gang detail. I also served as a Detective while assigned to OWB CRASH investigating all gang-motivated violent crimes, including homicides. Additionally, I served on a Mobile Field Force Unit, which was deployed to address civil unrest before, during, and after the 1992 Riots.

10/1986 to 02/1989

Police Officer, Rialto Police Department, Rialto CA

As a Police Officer, I initially patrolled assigned areas, responded to emergency calls, and enforced laws to maintain public safety. I investigated incidents, gathered evidence, interviewed witnesses, and made arrests. Additionally, I prepared detailed reports and testified in court to support legal proceedings.

Later, I was assigned to a gang detail, which involved high-risk patrols and the service of multiple search warrants. I conducted in-depth investigations into gang-related activities, gathered intelligence, and coordinated with other law enforcement agencies. I worked in dangerous situations, ensuring the safety of both officers and the public while effectively combating gang crime.

06/1984 to 10/1986

Paramedic/Firefighter, Rialto Fire Department, Rialto, CA

As a Paramedic/Firefighter, I completed a rigorous one-year probation period that included extensive study, written tests, and practical exercises. During this time, I acquired the skills and knowledge necessary for effective emergency response.

- Provided emergency medical care and fire response services.
- Responded to medical incidents and fire outbreaks, performing advanced life support procedures, including administering medications, CPR, and stabilizing patients.
- Executed fire suppression techniques, operated firefighting equipment, and conducted search and rescue operations.
- Maintained and inspected firefighting apparatus to ensure all equipment was operational.
- Collaborated with other emergency response teams to support coordinated efforts during multi-agency operations.

- Engaged in continuous training to stay updated with medical protocols and firefighting techniques.
- Participated in public safety education, outreach programs, and safety drills.

By balancing medical care and firefighting, I played a crucial role in safeguarding lives and property.

02/1983 to 06/1984

EMT-B, Springs Ambulance, Coachella Valley, CA

As an EMT working with a Paramedic partner on an ALS ambulance, I provided critical pre-hospital care to patients experiencing medical emergencies.

- Assessed patients' conditions, monitored vital signs, and administered basic life support interventions, including CPR, airway management, and wound care
- Assisted the Paramedic with advanced procedures such as intubation, IV insertion, and medication administration
- Ensured all medical equipment was prepared and functioning correctly
- Documented patient care reports accurately

Additionally, I communicated effectively with patients, their families, and other healthcare professionals to ensure continuity of care. I maintained a high level of readiness and adhered to protocols to provide swift and efficient emergency responses.

06/1981 to 06/1984

EMT-B/Pay-Call Firefighter, California Department of Forestry, Beaumont/Riverside County, CA

As a volunteer EMT in a rural community, I provided essential medical care and emergency response to residents in need. I assessed patients' conditions, performed vital sign monitoring, and administered basic life support, including CPR, wound care, and airway management. I collaborated with local healthcare providers and emergency services to ensure seamless patient care.

In addition to my EMT duties, I was also tasked with paid firefighting responsibilities on a continual on-call basis. I responded to fire emergencies, conducted search and rescue operations, and utilized firefighting equipment to control and extinguish fires. I participated in regular training sessions to maintain and improve my skills in both medical and firefighting roles.

My commitment to the community involved a high level of readiness and adaptability to handle diverse emergency situations effectively.

TEACHING/COACHING HISTORY

01/2023 to Present

Lead Paramedic, Covenant Health System, Advanced Care at Home Program, Knoxville, TN.

As a Lead Paramedic, I design and deliver a comprehensive two-month training program for aspiring Paramedics, encompassing 80 hours of classroom instruction and hands-on labs, alongside 72 hours of clinical rotations.

My primary responsibility for this training is to:

- Develop a detailed syllabus that aligns with the International Board of Specialty Certification for Community Paramedic standards. [IBSC CP-C Certification]
- Structure the curriculum to cover essential topics, including advanced medical procedures, patient assessment techniques, emergency response protocols, and community health strategies.
- Facilitate engaging lectures and interactive sessions, utilizing a variety of teaching methods to enhance learning and retention.
- Conduct practical labs, guiding trainees through simulations and hands-on exercises to reinforce critical skills and build confidence in real-world scenarios.
- Oversee and mentor trainees during clinical rotations, ensuring they gain practical experience in diverse healthcare settings.
- Assess trainee performance, provide constructive feedback, and support the development of clinical decision-making skills and patient care techniques.

My goal is to prepare them thoroughly, ensuring they are well-equipped to pass the certification exam and excel in their roles as Community Paramedics.

09/2011 to Present

Lead Medical Instructor, EP Agent, Progressive Force Concepts, GOC, Las Vegas, NV.

As a Trainer specializing in Emergency Trauma Response, I provide advanced training to executive protection agents, military personnel, and police officers, equipping them with essential life-saving skills. My responsibilities include:

- Developing and implementing curriculum
- Instructing and facilitating training sessions
- Certifying and assessing participants in compliance with NAEMT- PHTLS, TCCC, and TECC Certification
- Creating customized training solutions
- Promoting continuous improvement and professional development
- Coordinating logistics
- Ensuring safety and compliance during range training and while using munitions for real-world field/range exercises

07/2021 to 01/2023

Clinical Research and Content Specialist, Dispatch Health Education

I provided comprehensive training and support for paramedics, nurse practitioners, and physician assistants in Dispatch Health's out-of-hospital medical practice.

My most notable accomplishment was creating the Enhanced New Graduate Training and Oversight Program, through which I personally trained over a dozen newly graduated nurse practitioners and physician assistants in Las Vegas.

Recognizing the program's value, Dispatch Health promoted me to a full-time education role, providing a team to help evolve my program into a nine-month, accredited, post-graduate fellowship: the Dispatch Health Transition to Practice Fellowship. I researched, organized, wrote lesson plans for, and delivered the trial and first two cohorts of this successful program.

12/2013 to 02/2018

Emergency Response Coordinator, West Side Health Care District, Taft, CA.

During my tenure as a PA-C in a Rural Urgent Care for the West Side Health Care District in Taft, Kern County, California, I was requested to work in a custody clinic at the California Department of Corrections and Rehabilitation's Taft Modified Community Correctional Facility (Taft MCCF). Taft MCCF is a Level II facility, housing over 700 male inmates, many incarcerated for violent crimes.

In addition to my clinical duties, I served as the facility's Emergency Response Coordinator. I conducted ongoing training needs assessments and developed monthly training sessions. These sessions involved practical problems and situation simulations throughout the facility, designed to test clinical decision-making and individual and combined skills.

The drills and training systems I implemented were well received by both medical clinic staff and custody officers. Additionally, I directed clinical nursing leadership and staff to collect and report on incidents and other data, focusing on improving the quality of care. Together, we evaluated and created after-action reports for all inmates and injured personnel transferred out of the facility for higher-level care.

Ultimately, I transitioned to this role alone and continued as a consultant after my full-time assignment as the Primary PA-C was eliminated through legislation requiring a Physician in the clinic.

08/1998 to 06/2014

Physician Assistant Program Instructor, San Joaquin Valley College, Visalia, CA.

Serving in a community college-based physician assistant program, I taught a comprehensive curriculum focused on labs and imaging studies. I developed and delivered lectures, designed practical lab sessions, and created assessments to evaluate students' understanding and skills. My responsibilities included:

- Explaining the principles and applications of various laboratory tests and imaging techniques, such as X-rays, MRIs, CT scans, and ultrasounds
- Guiding students through interpreting results and understanding their clinical significance
- Coordinating with other faculty members to ensure the curriculum was up-to-date with current medical standards and practices
- Offering mentorship and support to students, helping them prepare for their certification exams and future careers as physician assistants

My role was crucial in equipping students with the knowledge and practical experience needed to excel in the healthcare field.

01/1997 to 09/2000

EMS/FIRE and Paramedic Instructor, Utah Valley University EMS/FIRE Program, Orem, UT

Working as Adjunct Faculty, I taught multiple subjects in EMT, Paramedic and Fire Academy programs at Utah Valley University (UVU).

I served as the UVU Paramedic Program's first Clinical Coordinator, while teaching a significant portion of the lecture and setting up and proctoring practical lab study and testing.

The director of that program was a Paramedic/Firefighter and PA-C. Together we also taught at the University of Utah's PA-C program (ACLS and PALS).

My role encompassed curriculum development, instructional design, and clinical coordination, ensuring adherence to national standards and accreditation requirements.

- Designed and delivered lectures, practical skills labs, and simulation exercises to teach emergency medical care.
- Emphasized evidence-based practices and critical thinking to prepare students for demanding clinical settings.
- Collaborated with healthcare facilities across Utah County to secure clinical placements.
- Oversaw student progress and compliance with program requirements.
- Conducted site visits, facilitated debriefings, and maintained strong partnerships to optimize learning outcomes.
- Mentored and evaluated students, providing constructive feedback to promote professional growth and proficiency.
- Facilitated certification examinations and monitored program outcomes.
- Contributed to the program's exceptional pass rates and reputation for producing highly skilled paramedics.

Throughout my tenure, I remained dedicated to advancing the field of paramedicine through continuous education and professional development. I actively participated in curriculum reviews, faculty meetings, and professional conferences to stay abreast of industry trends and best practices.

06/1996 to 09/2000

Paramedic/Firefighter, Provo City FD, Provo, UT

In addition to my regular duties as a Paramedic/Firefighter at Provo FD, I had many opportunities to teach and coach.

I obtained instructor certifications in ACLS, PALS, and BTLS (an early iteration of ITLS). Additionally, I was certified by FEMA as an instructor in "Emergency Response to Terrorism." I taught this course as a hybrid, fulfilling FEMA's requirements and adding content from a course I had previously created called "Street Safety and Tactics for Fire and EMS."

During this period, I was awarded "Paramedic of the Year" in 1998 for my role in developing Utah County's first EMS Protocols, which were later used to develop statewide protocols in Utah.

09/1993 to 04/1994

Police Officer III, Los Angeles Police Department, Los Angeles CA

In addition to my full-time teaching roll as a tactics instructor at the Los Angeles Police Academy [described fully above in EMPLOYMENT HISTORY] I had an opportunity to further utilize my training and experience and developed an eight-hour training course titled "Street Safety and Tactics for Fire and EMS."

This course included instruction on recognition of criminal elements, response to and around civil unrest, criminal street gang recognition, de-escalation to avoid violence, and response to violent confrontation.

The course was very popular, and ultimately, I was able to teach all over southern California, including as a guest lecturer at the Los Angeles County Fire Academy, and as an in-service training lecturer at the Los Angeles City Fire Department and multiple area Emergency Departments.

10/1988 to 09/1993

Police Officer II, Los Angeles Police Department, Los Angeles CA

As a Los Angeles Police Officer, I received top-tier in-service training from supervisors dedicated to our survival during high-risk patrols, violent crime assignments, search warrants, and other tasks. In 1991, I was among the first group certified by George J. Arthur as an instructor in "Verbal Judo: The Gentle Art of Persuasion," designed to defuse confrontations and foster cooperation in potentially violent situations.

As part of the OWB CRASH Training Cadre, I developed and delivered a course on "Surviving After a Use of Force," which helped officers defend against politically motivated litigation following use-of-force incidents. After the 1992 riots, I assisted in training the department in mass arrest tactics during civil unrest.

In 1993, I attended a UCLA Adult Education extension course at the LAPD Academy, a prerequisite for serving full-time as a Tactics Instructor at the Academy.

01/1981 to 10/1986

High School football Coach, EMT, Paramedic/Firefighter and TKD Coach, Southern California

My first teaching and coaching experience was as an assistant coach for my high school football team immediately after graduating. In my second season, I served as the Junior Varsity Head Coach. Both were part-time paid positions.

As a pay-call firefighter, colleagues often sought my advice and training on EMS responsibilities. I became a CPR instructor through the AHA and taught my CDF colleagues and local police departments.

After graduating from Paramedic School and completing the Fire Academy, I seized every opportunity to proctor exams and lab days at Crafton Hills College (CHC), where I had completed my training. I also taught part-time in an off-campus EMT program at Rialto FD as adjunct faculty for CHC.

During this time, I co-taught a physical education program with a fellow paramedic and Tae Kwon Do (TKD) black belt at a chain of private elementary schools, instructing students aged 6 to 16 in TKD.

LICENSURES

- Medical Board of California Physician Assistant
- Nevada State Board of Medical Examiners Physician Assistant
- DEA Controlled Substances, Unrestricted Physician Assistant Prescriptive Authority
- Nevada State Board of Pharmacy Prescriptive and Distribution Authority
- National Registry Paramedic
- State of Tennessee Department of Health Paramedic with Community Paramedic Endorsement
- Stat of Kentucky Bureau of EMS Paramedic

PROFESSIONAL QUALIFICATIONS

- NCCPA Board Certified Physician Assistant [PA-C]
- Advanced Cardiac Life Support
- Pediatric Advanced Life Support
- Basic Cardiac Life Support
- Prehospital Trauma Life Support [PHTLS]
- Tactical Combat Casualty Care [TCCC]
- Tactical Emergency Casualty Care [TECC]
- Advanced Medical Life Support [AMLS]
- IFSAC Firefighter I and II
- IFSAC Instructor I
- IFSAC Haz Mat Awareness
- IFSAC Haz Mat OPS
- ICS 100, 200, 700, and 800

- California P.O.S.T. Advanced Officer Certificate
- Protective Security Operations Certification

INSTRUCTOR QUALIFICATIONS

- Prehospital Trauma Life Support [PHTLS]
- Tactical Combat Casualty Care [TCCC]
- Tactical Emergency Casualty Care [TECC]
- Advanced Medical Life Support [AMLS]
- Geriatric Education for EMS [GEMS]
- NAEMT Community Paramedic Series [CP-C]
- Basic Cardiac Life Support [BCLS]
- Advanced Cardiac Life Support [ACLS]
- Pediatric Advanced Life Support [PALS]

AWARDS and ACCOMPLISHMENTS

- **Developed and Instructed** Transition to Practice Fellowship, 2022
- **Kern County Life Saving Medal**, 2016
- **Keynote Speaker**, Stanford School of Medicine Primary Care Associate Program, 2002
- **National Health Service Corps Scholar** 2000-2002
- **Paramedic of the Year**, Provo Fire Department, 1998
- **Award of Merit**, California Police Officer's Association, 1994
- **Medal of Valor**, Los Angeles Police Department, 1993
- **Developed and Instructed** In-service training for LA County FD, LAFD, Goodhew LA, 1991
- **Court Qualified Expert**, Criminal Street Gangs, LA County 1991
- **Drug Recognition Expert [DRE]**, Drug Influence and Addiction Course, LAPD 1990
- **Class Leader and Honor Graduate**, San Bernardino County Sheriff's Academy 1986
- **Class President**, Crafton Hills College Paramedic Program, 1984

NICOLA STAFFORD

25128 Avenue Tibbitts, #150, Valencia CA 91355 | 661 607 0344 | nicola@superiorlifesupport.com

OBJECTIVE

To be a part of an organization that provides exemplary education to the community and serves as a primary resource for first aid, healthcare, and safety training. To utilize vast experiences as an Emergency Department Nurse to add insight and bring value and depth to service as an administrator of educational programs.

EXPERIENCE

2006 to Present: Chief Executive Officer (CEO) Superior Life Support Inc.

- Oversee all administrative departments
- Uphold the Mission Statement and implement strategies to support adherence to standards of education as outlined by the Commission on Accreditation for Pre-hospital Continuing Education (CAPCE)
- Perform regular review of content and ensure objectives of Accreditation are being met
- Participate in quarterly Program Committee Meetings

2006 to 2020: Charge Nurse, Emergency Department, *Southern California Hospital of Culver City*

- Oversee daily operations of the department.
- Supervise and organize staff.
- Prepare and implement monthly staffing schedules.
- Perform annual evaluations of the staff.

2000 to 2006: Emergency Department Manager, *Southern California Hospital of Culver City*

- Oversaw operations of the Department with annual visits of more than 25,000.
- Managed a staff of at least 40 employees, including but not limited to recruiting and training.
- Developed and implemented written policies and procedures.
- Participated in JCAHO/DHS/EDAP surveys.
- Assembled, analyzed and presented retrospective improvement

1992 to 2000: Charge Nurse, Emergency Department, *Southern California Hospital of Culver City*

- Performed same duties and responsibilities as my current position

1988 to 1992: Staff Nurse, Emergency Department, *Southern California Hospital of Culver City*

- Emergency Nursing care of various types of patients, ranging from neonates to geriatrics.

1987 to 1988: Staff Nurse. SDU, *Southern California Hospital of Culver City*

- Coordinated and managed the nursing care of patients that required the higher level of care.

1985 to 1986: Staff Nurse, Hematology Unit, *Royal Liverpool Hospital*

- Provided and managed care to patients with a variety of hematological disorders.
- Provided care and managed Bone Marrow Transplant patients.

EDUCATION

1981-1985 Royal Liverpool Hospital College, Liverpool, England

- Registered General Nurse
- Certificates in BLS, ACLS, PALS, MAB, EDAP

INTERESTS

- Hunter/ Jumper riding
- Reading

Richard D. Senneff

(626) 485-7888
newhouseglendora@yahoo.com

- OBJECTIVE** Seeking a position as an EMT/Paramedic Instructor for the Burbank-Glendale-Pasadena Airport Authority.
- EDUCATION**
- Alhambra High School, Alhambra, CA**
High School Diploma, 1978
 - Goleta Community Hospital, Goleta, CA**
Paramedic Training Program, 1983
 - Pasadena City College, Pasadena, CA**
Associates Degree in Fire Science, 1994
 - Los Angeles Fire Department Fire Academy, 1995**
- EXPERIENCE**
- **EMS Educator**, South Pasadena Fire Department. (January 2025-Present)
 - **EMS Educator**, Hawthorne Police Department. (October 2025-Present)
 - **Presenter**, Arab Resuscitation Council Scientific Conference, Dubai, United Arab Emirates. (November 2023)
- Instructor**, State of California, CAL-JAC. (2022)
- EMT instruction and skills training and certification for persons who are economically disadvantaged.
- Firefighter/Paramedic (P3)**, Los Angeles City Fire Department. (May 1985-July 2021)
- Served as a Single-Function Paramedic from 1985-1994, serving the emergency health needs of the Citizens of Los Angeles in a Civilian EMT capacity.
 - Promoted to Firefighter/Paramedic after completion of the Los Angeles City Fire Academy in 1995
 - Served in the field as a Firefighter/Paramedic for 15 years, working with a dynamic team to address complex fire and medical related emergencies with the utmost attention to detail, professionalism, and patient care.
 - Served as Staff Assistant to a Battalion Chief, assisted the Battalion Chief in the management and operation of a fire department battalion consisting of 40 sworn personnel in five different fire stations, as well as managing major fires and multi-casualty incidents.
 - Laterally promoted to EMT instructor with the department's Inservice Training Unit, training, and certifying/ re-certifying both recruits and veteran department personnel, as well as members of LAPD's SWAT and SIS officers in BLS, ALS, CPR, ACLS, PALS and Stop the Bleed.
-

Paramedic, Mercy Ambulance Company, Fontana, CA,(1983-1985)

- Provided emergency medical care to patients in various settings, utilizing EMT experience and critical care skills.
- Performed patient assessments, administered injections, and conducted physical examinations as needed.
- Transported patients safely to designated medical facilities, considering critical care needs.
- Collaborated with healthcare team members in Level I and II Trauma Centers to ensure optimal patient outcomes.
- Demonstrated proficiency in airway management, basic life support, and advanced patient care techniques.
- Upheld high standards of patient care while adhering to all relevant protocols and certifications.

Emergency Medical Technician, Medivac Ambulance Company, San Gabriel Valley, CA. 1983-1985

- Provided Medical Transportation on behalf of the Los Angeles County Fire Department.
- Lifts, carries, and transports injured, sick or incapacitated persons from residential or accident scenes to medical facilities.
- Provides emergency medical treatment to injured, sick, or incapacitated persons.
- Communicates with professional medical personnel at emergency treatment facility to obtain instructions regarding treatment and to arrange for reception of victims at medical treatment facilities.
- Obtains information from persons involved, examines victims and determines nature, extent, or magnitude of illness or injury to establish emergency medical procedures to be followed or need for additional assistance.
- Administers prescribed first-aid treatment at site of emergency or in specially equipped vehicle according to established medical protocols.
- Applies splints; administers oxygen or artificial resuscitation; treats and bandages wounds or abrasions; and performs other basic life support procedures.
- Stabilizes, immobilizes, lifts and moves victims from scene of accident or catastrophe.
- Operates a specially equipped emergency medical vehicle in an assigned geographic area to respond to accidents or catastrophes and to transport injured or ill persons to a medical facility Inspects specially equipped emergency vehicle; cleans equipment to ensure its safe operation; and replenishes medical supplies, fuel, and fluids.

Thomas Stafford

25261 Avenue Tibbitts Suite 150, Valencia, California, 91355 | 661 607-0344 |
Thomas@superiorlifesupport.com

OBJECTIVE

To be a part of an organization that provides exemplary education to the community and serves as a primary resource for first aid, healthcare, and safety training. To utilize vast experiences as an Emergency Medical Technician (EMT), Firefighter and Paramedic to add insight and bring value and depth to service as an administrator of educational programs.

EXPERIENCE

2006 to Present: President, Chief Operating Officer (COO) Superior Life Support Inc.

- Executive leader with focus on building culture, talent, product and user experiences. Conducts overall business operations for an American Heart Association National Training Center with over 600 instructors training approximately 100,000 students annually.

2008 to 2018: Fire Captain Los Angeles Fire Department (Promotion)

- Oversight on daily operations as Commander of the EMS Training Unit.
- Managed the LAFD paramedic training program.
- Maintained license and certification/renewals for EMT's and Paramedics.
- EMS Captain/Paramedic Field Supervisor.
- Fire Station Captain/Paramedic responding to emergency and non-emergency Fire, EMS and Rescue incidents.
- Conducted pre-fire planning.
- Performed station level fire inspections.
- Provided community service and participated in public relation campaigns.

2006 to 2008: LAFD Fire Inspector I (Promotion)

- Fire inspection assigned specifically to high rise buildings in the City of LA
- Fire Inspection on various types of fire protection systems.
- Evaluated and approved fire life safety programs in hospitals and high rise.

2004 to 2006: LAFD Emergency 911 Dispatcher (Promotion)

- Received and processed incoming emergency and non-emergency calls.
- Provided callers with vital pre-arrival instructions for rendering care.
- Dispatched LAFD resources to emergency and non-emergency incidents.

2000 to 2004: LAFD Quality Assurance/Quality Improvement Analyst (Promotion)

- Conducted retrospective review on emergency service provider reports.
- Performed concurrent field audits of personnel during emergency and non-emergency incidents.
- Prepared and submitted reports of performance reviews to command staff of the LAFD and Los Angeles County Department of Health Services
- Performed training based on performance aberrancies related to treatment algorithms and protocols.
- Reassessed performance post training to measure improved outcomes of patient care.
- Risk Management of LAFD operations

1995 to 2000: LAFD Dual Function Firefighter/Paramedic (Promotion)

- Responded to emergency and non-emergency Fire and EMS incidents.
- Provided patient care.
- Performed preceptor/mentorship duties for new firefighter and paramedic trainees.
- Conducted station level pre-fire planning and fire prevention activities.

1988 to 1995: LAFD Single Function Paramedic III (Promotion)

- Responsible and supervised overall operations during emergency and non-emergency incidents on the LAFD rescue ambulance.
- Responded to emergency and non-emergency medical incidents.
- Provided patient care.
- Performed preceptor/mentorship duties for new paramedic trainees.

1986 to 1988: LAFD Single Function Paramedic II (New Hire)

- Responded to emergency and non-emergency medical incidents.
- Performed preceptor/mentor duties for new paramedic trainees.
- Conducted maintenance of station, equipment, vehicles and supplies

EDUCATION

1979 to 1980: Los Angeles Pierce College

- Emergency Medical Technician (EMT-D)

1984 to 1985: University of Southern California (UCLA) Center for Prehospital Care

- Paramedic (EMT-P)

1986-2018: Santa Ana Community College

- California State Fire Marshal - EMT Instructor 1A, 1B
- California State Fire Marshal - Fire Prevention 1A, 1B, 1C
- California State Fire Marshal - Fire Command 1A, 1B
- California State Fire Marshal - Fire Management 1A
- California State Fire Marshal - ICS 100, 200, 300, 400

Certificates

BLS, ACLS, PALS

INTERESTS

- Traveling
- Woodworking
- Fishing

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

1. General Civil Rights Provisions

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

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

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Geosyntec Consultants)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated April 20, 2026 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Geosyntec Consultants, Inc. (“Consultant”), a Florida Corporation.

RECITALS

A. The Authority owns and operates Hollywood Burbank Airport (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: Per- and polyfluoroalkyl substances (PFAS) soil and stormwater investigation activities.

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

NOW, THEREFORE, the parties agree as follows:

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

A. “Airport Rules and Regulations”: July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. “Commencement Date”: April 20, 2026.

C. “Contract Administrator”: Maggie Martinez or a duly authorized designee.

D. “Contract Limit”: \$607,831.

E. “Executive Director”: John T. Hatanaka or a duly authorized designee.

F. “Expiration Date”: April 19, 2027.

G. “Federal Requirements” the federal requirements set forth in the attached Exhibit D, which requirements are applicable to projects not funded by an Airport Improvement Program grant from the Federal Aviation Administration.

H. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

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

J. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.

K. “Liabilities”: any actual causes of action, claims, costs, damages, demands, expenses, judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

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

2. Services.

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

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

C. Consultant’s duties and services under this Agreement shall not include preparing or assisting the Authority with any portion of the Authority’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Authority. The Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the Authority to ensure that all competitors for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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. This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

B. 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). 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. Consultant shall hold harmless and indemnify the Indemnitees from and against any Liabilities that arise out of the negligent acts or omissions of Consultant or its subcontractors in connection with this Agreement.

B. Consultant's obligations under this section shall survive expiration or termination of this Agreement, and shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities.

C. Consultant's obligations under this section shall apply, without limitation, to Liabilities that partially involve active or passive negligence by the Authority. However, Consultant's obligations under this section shall not apply to Liabilities that arise from the negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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 regular business hours or by e-mail before or during regular business hours; (b) the business day after delivery, if delivered by e-mail after regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed 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: Maggie Martinez
E-mail: mmartinez@bur.org

Consultant
Geosyntec Consultants, Inc.
211 E. Ocean Blvd., Suite 300
Long Beach, CA 90802
Attn: Ravi Arulanantham
E-mail: Rarulanantham@geosyntec.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. Rules of Construction. Unless otherwise indicated or apparent from the context, the following rules of construction shall apply. The singular includes the plural and vice versa; the term “shall” is mandatory and the term “may” is permissive; the term “business day” means a non-holiday weekday; the term “regular business hours” means the period from 8:00 a.m. PST to 5:00 p.m. PST on a business day; and the terms “include,” “includes,” and “including” are illustrative and nonexhaustive.

16. Litigation. In the event that either party shall commence legal action to enforce or interpret this Agreement, the venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A
Scope of Services

(attached)

26 March 2026

Maggie Martinez
Director, Noise and Environmental Affairs
Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, California 91505

Subject: **Proposal for 2026/2027 PFAS Soil and Stormwater Investigation Activities
Bob Hope Airport, Burbank, California**

Dear Ms. Martinez:

At your request, Geosyntec Consultants (Geosyntec) is pleased to submit to the Hollywood Burbank Airport (Airport) this proposal for a Per- and Polyfluoroalkyl Substances (PFAS) investigation during the 2026/2027 fiscal year at the Bob Hope Airport located at 2627 Hollywood Way, Burbank, California (the Site). Geosyntec will perform these services on a time and materials basis in accordance with the current contract for an estimated cost of **\$607,831**, subject to the conditions discussed herein.

This investigation is being proposed to satisfy requirements of a recent order issued by the Los Angeles Regional Water Quality Control Board (LARWQCB)¹. Geosyntec currently provides professional services for the 2025/2026 fiscal year to the Airport under Purchase Order No. A7891 (Contract). Under the current Contract, Geosyntec submitted a workplan for a PFAS Stormwater Investigation on February 5, 2026. Due to weather-related scheduling constraints, implementation of the PFAS Stormwater Investigation has been postponed until the 2026/2027 fiscal year. Geosyntec also participated in several meetings with the LARWQCB to discuss scope requirements for a PFAS Soil Investigation.

The Airport environmental services scope for the 2026/2027 fiscal year described herein includes the following.

- Field implementation of the PFAS Stormwater Investigation in accordance with the workplan dated February 5, 2026.
- Development of a Soil Investigation Work Plan for submittal to the LARWQCB, which will include a vertical delineation strategy of advancing two boreholes to 300 feet below ground surface (ft bgs) and a horizontal delineation strategy of advancing 32 boreholes to 10 ft bgs.

¹ LARWQCB, 2026a. Recission of November 12, 2025 Letter Pursuant to California Water Code Sections 13267 and 13383 Order No. WQ 2019-0005-DWQ and Amendment to 13267 Order No. R4-2025-0159. February 4

- Field implementation of soil investigation activities following work plan approval by the LARWQCB.
- Data interpretation, report preparation and associated correspondence with the LARWQCB concerning results of the PFAS Stormwater and Soil Investigation activities.

The services described in this proposal shall be conducted in accordance with the terms of the current Contract, updated with the 2026 rate schedule included herein.

BACKGROUND

In response to a previous order issued by the Los Angeles Regional Water Quality Control Board (LARWQCB) on March 20, 2019², PFAS investigation activities were completed at the Site and documented in the PFAS Soils Investigation Report dated February 6, 2020³, and the PFAS Groundwater and Supplemental Soil Investigation Report, dated December 11, 2020⁴. The reports are summarized as follows.

- From December 9 to 12, 2019, Geosyntec advanced seven borings (SB-1 through SB-7) to total depths ranging between 36 and 50 ft bgs at locations where aqueous film-forming foam (AFFF) storage and potential releases may have occurred.
 - At SB-1 (unpaved area near the T-Hangars where AFFF was used during refraction testing and Airport Fire Department [AFD] training activities), PFAS compounds were detected in soil samples collected from 1 and 10 ft bgs. PFAS concentrations in soil were not detected below 10 ft bgs. The results indicate minor release(s) with impact limited to shallow soils at the T-Hangar area.
 - At SB-2 (former B-6 property where AFFF was used during AFD training activities), SB-4 (SW1455 incident area) and SB-6 (former Civil Air Patrol Fire Pit), PFAS concentrations in soil were not detected below 15 ft bgs with the exception of a few sporadic detections of PFAS in surface and shallow soil samples. The detections were limited to five, one and four PFAS compounds at locations SB-2, SB-4 and SB-6 respectively. Detected soil concentrations of PFAS at SB-2, SB-4 and SB-6 were less than 5 ng/g. The report concluded that sporadic and less than 5 ng/g detections are not indicative of a release but perhaps indicative of background conditions and due to fairly widespread detection of these compounds observed in environmental samples.

² LARWQCB, 2019. Water Code Section 13267 Order WQ 2019-0005-DWQ for the Determination of the presence of Per- and Polyfluoroalkyl Substances at Bob Hope, Airport ID BUR, Los Angeles County, T10000012771. March 20.

³ Geosyntec. 2020a. Per- and Polyfluoroalkyl Substances (PFAS) Soils Investigation Report, Hollywood Burbank Airport. 6 February.

⁴ Geosyntec. 2020b. Per- and Polyfluoroalkyl Substances (PFAS) Groundwater and Supplemental Soil Investigation Report, Hollywood Burbank Airport. 11 December.

- At SB-7 (former Bunker Simulated Gasoline Fire Pit), four PFAS compounds were sporadically detected. The majority of the detected soil concentrations at SB-7 were below 5 ng/g. PFAS was not detected below a depth of 40 ft bgs at SB-7. The report concluded that sporadic detections of less than 5 ng/g are not indicative of a release but perhaps indicative of background conditions and due to fairly widespread detection of these compounds observed in environmental samples.
- The report noted that the above-referenced background conditions are defined as anthropogenic background representative of impacts from other industrial sources, including aerially deposited PFAS over several years. Although there are no naturally occurring levels of PFAS, the use of PFAS in the United States predates World War II.
- At SB-3 (unpaved dirt lot area north of the Delta ramp where AFFF was used during AFD training activities) and SB-5 (1,500-gallon AFFF above ground storage tank [AST] located at the Fuel Farm), PFAS concentrations decreased with depth but were detected through the soil column down to the termination depths (48 and 44 ft bgs respectively). At SB-3, detected concentrations of PFAS in soil samples collected between 21 and 48 ft bgs were less than 5 ng/g, with the exception of 6:2 Fluorotelomersulfonic acid (6:2 FTS). At SB-5, detected concentrations of Perfluorohexanoic acid (PFHxA) and Perfluoropentanoic acid (PFPeA) were generally above 5 ng/g in soil samples collected between 1 and 44 ft bgs.
- The report concluded that, with the exception of SB-3 and SB-5, the 2019 soil data is not indicative of a major release and at some locations are perhaps indicative of background conditions corresponding to more than 80 years of industrial land use.
- From September 8 to 10, 2020, borehole SB-5A was advanced in the vicinity of previous boring SB-5 to a maximum depth of 165 ft bgs, where subsurface conditions resulted in drilling refusal above the anticipated depth to groundwater of 250 ft bgs. Soil samples were collected from SB-5A at 10 ft intervals between 60 to 160 ft bgs. No PFAS was detected in soil samples collected from SB-5A between 130 and 160 ft bgs.
- On September 16 and 17, 2020, groundwater samples were collected from six existing monitoring wells located adjacent to the Site boundaries. The monitoring well screens were between 20 to 50 ft in length at depth intervals ranging between 187 and 285 ft bgs. PFAS compounds were detected in groundwater samples collected from each of the six monitoring wells.

In a letter dated November 7, 2025, the LARWQCB required the Airport to (i) prepare a work plan to delineate PFAS in shallow and deep soil, (ii) conduct a site investigation, and (iii) provide a final sampling and analysis report⁵.

⁵ LARWQCB. 2025. Requirement for Technical Report Pursuant to California Water Code Sections 13267 Order No. R4-2025-0159. 7 November.

SCOPE OF WORK

Geosyntec has prepared the following scope, schedule and budget for work plan preparation and investigation program implementation in accordance with the Order and the California State Water Resources Control Board (SWRCB) PFAS Sampling Guidelines⁶. Additional budget allocation is also requested for on-call consulting services for managing communications and meetings with LARWQCB and Airport staff.

Task 1: PFAS Soil Investigation Work Plan

Scope Task 1 includes the preparation of a soil sampling work plan (Work Plan) to be submitted to the LARWQCB to investigate the presence of PFAS in soil at the Airport. The Work Plan will describe the sampling location, sampling procedures, and how the data will be evaluated and presented in a report. The Work Plan will also include a Sampling and Analysis Plan (SAP) that details the quality assurance and quality control procedures, sampling equipment, sampling containers, equipment decontamination procedures, sample hold times, and other quality control information in accordance with the SWRCB Guidance.

Task 2: Preparation and Planning

The following tasks will be performed under Scope Task 2:

- Attend a kick-off meeting with Airport personnel to go over the logistics, access issues, Airport specific permitting/approval (including FAA 7640 requirement), and coordination during the implementation of the field work described in Task 2. We expect that the Airport will provide a point of contact to complete permitting/approval activities and for field coordination.
- Perform a Site walk with Airport personnel and the drilling subcontractor to evaluate access, logistics, and mark the investigation locations. It is understood that the allowable rig mast height that has previously been approved for use at the Site is 30 feet tall.
- Perform a geophysical investigation to locate utilities in the vicinity of the investigation locations.
- Prepare a Site-specific Health and Safety Plan and Task Hazard Analysis that will be adhered to during the proposed work.
- Obtain necessary permits from Los Angeles County Department of Public Health (LACDPH) to drill the soil borings.
- Obtain FAA 7460 approval and, if necessary, coordinate with the Airport to obtain Airport-specific permits that may be required to perform the work.

⁶ Per- and Polyfluoroalkyl Substances (PFAS) Sampling Guidelines, California State Water Quality Control Board, Division of Water Quality, 20 March 2019.

- Perform other coordination and preparation activities such as ordering supplies, sample bottles, coolers, issue work orders to subcontractors, provide PFAS specific instructions to subcontractors, etc.

Task 3: Field Implementation of the Stormwater Sampling Plan

Further to the details included in the work plan dated February 5, 2026, the following stormwater sampling field tasks will be performed under Scope Task 3.

- Collect the following ten water samples:
 - Field blank, FB collected at the field vehicle.
 - Equipment Blank 1, EB-1, collected at the field vehicle from a bucket.
 - Equipment Blank 2, EB-2, collected at the field vehicle from a silicone bag.
 - SW-6 and SW-6-DUP, rainwater collected from buckets placed on the Terminal Roof at the beginning of the sampling event.
 - SW-3, stormwater sample from the airfield conveyance system, collected from a manhole accessed by Airport Maintenance using a pole.
 - SW-4, stormwater conveyance system on-site background sample, collected from a manhole accessed by Airport Maintenance using a pole.
 - SW-5, off-site background sample, taken from curb directly into bottles.
 - SW-1, airfield sheet flow into catch basin, collected using silicone bag.
 - SW-2, Fuel Farm sheet flow into trench drain, collected using silicone bag.
- Handle samples appropriately and ship them to the laboratory under appropriate chain-of-custody (COC) documentation for analysis of PFAS compounds using Environmental Protection Agency (EPA) Method 1633. Samples will be shipped to the laboratories via overnight delivery services and analyzed on a standard (10 business day) turnaround time.

Task 4: Field Implementation of the Vertical Soil Delineation Plan

The following vertical soil delineation field tasks will be performed under Scope Task 4. Additional details of this task will be provided in the Work Plan.

- Advance two locations (in the vicinity of SB-3 and SB-7) to 300 ft bgs. The upper 5 ft of each borehole will be advanced via hand auger for utility daylighting purposes. The remaining borehole depth will be advanced via sonic drilling.
- A shallower termination depth will be implemented if groundwater is encountered above 300 ft bgs or if drill rig refusal is encountered.
- Collect vertical delineation soil samples at every 10-foot interval starting from 50 ft bgs up to the termination depth of 300 ft bgs (i.e. 25 soil samples per location, 50 soil samples

total). Collect field duplicate, field blank and trip blank samples for quality assurance/quality control (QA/QC) purposes.

- Handle samples appropriately and ship them to the laboratory under appropriate COC documentation for analysis of PFAS compounds using EPA Method 1633. Samples will be shipped to the laboratories via overnight delivery services and analyzed on a standard (10 business day) turnaround time.
- Backfill boreholes with pressurized bentonite-cement grout mixture using a tremie pipe in accordance with LACDPH permit specifications. Patch surface with color-matched concrete or asphalt.
- Accompany LARWQCB and/or LACDPH personnel onsite as needed during the sampling event.

IDW will be appropriately labelled and staged at a location provided by the Airport. Geosyntec will not be responsible for vandalism of the IDW drums/roll off bins during the time the IDW is staged pending characterization and profiling. Disposal of IDW drums/roll off bins will be at the behest of the Airport.

Task 5: Field Implementation of the Lateral Soil Delineation Plan

The following horizontal soil delineation field tasks will be performed under Scope Task 5. Additional details of this task will be provided in the Work Plan.

- Advance 32 locations to 10 ft bgs. The upper 5 ft of each borehole will be advanced via hand auger for utility daylighting purposes. The remaining borehole depth will be advanced via direct-push drilling.
- The lateral delineation boreholes will be configured as two sets of step-outs in cardinal directions (north, east, west, south) from SB-1, SB-3, SB-5, and SB-7 (i.e. eight step outs per investigation area). The first set of step outs will be positioned approximately 10 ft laterally from SB-1, SB-3, SB-5, and SB-7. The second set of step outs will be positioned approximately 30 ft laterally from SB-1, SB-3, SB-5, and SB-7.
- Collect lateral delineation soil samples at 1 ft bgs, 5 ft bgs and 10 ft bgs from each borehole (i.e. 3 soil samples per location, 96 soil samples total). Collect field duplicate, field blank and trip blank samples for QA/QC purposes.
- Handle samples appropriately and ship them to the laboratory under appropriate COC documentation for analysis of PFAS compounds using EPA Method 1633. Samples will be shipped to the laboratories via overnight delivery services and analyzed on a standard (10 business day) turnaround time.
- Backfill boreholes with hydrated bentonite using a tremie pipe. Patch surface with color-matched concrete or asphalt.

- Accompany LARWQCB and/or LACDPH personnel onsite as needed during the sampling event.

IDW will be appropriately labelled and staged at a location provided by the Airport. Geosyntec will not be responsible for vandalism of the IDW drums/roll off bins during the time the IDW is staged pending characterization and profiling. Disposal of IDW drums/roll off bins will be at the behest of the Airport.

Task 6: Preparation of Stormwater Investigation Report

After completion of the activities described in Task 3 (Stormwater Sampling) and receipt of the laboratory data, the data will be reviewed for completeness, appropriate QA/QC measures and to ensure the data are usable for the intended purpose. A report describing the results of the stormwater investigation will be prepared and will include the following.

- Documentation of sampling activities and necessary deviations from the Work Plan (if any).
- Summary of analytical results and comparison to reporting limits for PFAS.
- COC from sample submittal.
- Analytical laboratory reports.
- Stage 2A data validation
- Sampling field logs.
- Site map showing sampling locations.

One round of consolidated review comments will be addressed for the Work Plan and report. One telephone meeting (up to two hours in duration) will be scheduled to discuss the content of the Work Plan and draft report prior to finalizing them. The draft Work Plan and report will be submitted in electronic format. The final Work Plan and report will be uploaded by Geosyntec on GeoTracker and provided to the Airport in electronic format.

Task 7: Preparation of Soil Investigation Reports

After completion of the activities described in Task 4 and 5 (Vertical and Lateral Delineation Soil Sampling) and receipt of the laboratory data, the data will be reviewed for completeness, appropriate QA/QC measures, and to ensure the data are usable for the intended purpose. A report describing the results of the soil investigation will be prepared and will include the following.

- Documentation of sampling activities and necessary deviations from the Work Plan (if any).
- Summary of analytical results and comparison to reporting limits for PFAS.
- COC from sample submittal.
- Analytical laboratory reports.

- Stage 2A data validation.
- Boring and field logs.
- Site map showing sampling locations.
- Tabulated data comparing measured concentrations to appropriate screening criteria.
- Conclusions.

A California-licensed professional geologist or professional engineer will sign and stamp the final report.

One round of consolidated review comments will be addressed for the Work Plan and report. One telephone meeting (up to two hours in duration) will be scheduled to discuss the content of the Work Plan and draft report prior to finalizing them. The draft Work Plan and report will be submitted in electronic format. The final Work Plan and report will be uploaded by Geosyntec on GeoTracker and provided to the Airport in electronic format.

Task 8: On-Call Services

Scope Task 8 includes on-call consulting services for managing communications and information requests from LARWQCB and Airport staff and may include in-person and telephone meetings with Airport staff and/or LARWQCB to discuss items related to the Order.

Task 9: Project Management

Scope Task 9 includes performing necessary project management, including communication of status updates and scope changes, during the course of the project.

ASSUMPTIONS

This scope of work includes the following assumptions.

- The Site kick-off meeting is assumed to be no more than 2 hours long. Immediately following the kick-off meeting, the Site walk along with the geophysical utility clearance is expected to be completed in 4 additional hours on the same day.
- Utility clearance (of the proposed investigation location) will be completed in one mobilization during the Site walk. If refusal is encountered at any investigation location, a second mobilization to clear the alternate location will be performed at additional cost.
- The amount of effort and costs related to obtaining permits and FAA 7460 clearance to conduct the work is assumed to not exceed \$4,000. Additional efforts, if required, shall be approved by the Airport.
- Geosyntec expects that the investigation location will be easily accessible on the scheduled days and there will be no downtime or waiting for access. Access limitations may require an additional mobilization and/or subcontractor standby time at additional cost.

- Geosyntec is not responsible for delays due to unforeseen Site conditions such as drilling refusal or inclement weather slowing the progress.
- Geosyntec is not responsible for damage to the drilling equipment due to Site conditions (e.g. damaging auger tip on encountering large cobble or debris); such costs shall be reimbursed by the Airport.
- The drilling investigation is assumed to require a total of sixteen 10-hour days, with the investigation location accessible during normal business hours of 7 am to 5 pm. Additional days to complete the scope, if required, will require approval of additional cost.
- Field measurements to prominent Site features will be used to map the stormwater sampling and boring locations. A Site survey will not be performed.

SCHEDULE

Implementation of the Work Plan Preparation (Task 1) and the On-Call Services scope of work (Task 9) will begin during the 2026/2027 fiscal year immediately upon obtaining a Notice to Proceed (NTP) for this proposal from the Airport. Once the Work Plan is approved, Task 2 will begin with the kick-off meeting, Site walk, utility clearance, and coordination of the permitting process. Geosyntec will schedule the Site walk with the Airport to mark investigation locations, evaluate access and logistics of the field work, and complete geophysical utility clearance.

One round of stormwater samples (Task 3) will be collected concurrently with the first significant rainfall of over 1 inch and sufficient for sample collection. Per the request of the Airport due to safety and staffing considerations, the significant rainfall event will be sampled Monday through Friday during daylight hours, excluding holidays. Laboratory analysis will be conducted on standard (10 business day) turnaround time. The draft stormwater investigation report (Task 6) will be prepared within 60 business days of receipt of lab results.

Task 2 field preparation, including permitting from LACDPH and approval from the FAA, is expected to take 60 days. Task 2 Vertical Soil Delineation (i.e. 2 boreholes to 300 ft deep) will be conducted over 12 days. Task 5 Horizontal Soil Delineation (i.e. 32 boreholes to 10 ft deep) will be conducted over 4 days and may be conducted concurrently with the vertical soil delineation investigation. Per the request of the Airport due to safety and staffing considerations, drilling activities will be conducted Monday through Friday during daylight hours, excluding holidays. Laboratory analysis will be conducted on standard (10 business day) turnaround time. The draft soil investigation report (Task 7) will be prepared within 60 business days of receipt of lab results.

Geosyntec will make its best effort to expedite the implementation of these tasks to the maximum extent practicable, assuming necessary support from the Airport with respect to permitting, clearance, etc.

EXHIBIT B
Fee Schedule

(attached)

GEOSYNTEC CONSULTANTS 2026 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$195
Senior Staff Professional	\$225
Professional	\$258
Project Professional	\$290
Senior Professional	\$320
Principal	\$348
Senior Principal	\$370
Technician I	\$110
Technician II	\$120
Senior Technician I	\$132
Senior Technician II	\$147
Site Manager I	\$155
Site Manager II	\$176
Construction Manager I	\$195
Construction Manager II	\$205
Senior Designer	\$237
Designer	\$205
Senior Drafter/Senior CADD Operator	\$185
Drafter/CADD Operator/Artist	\$168
Project Administrator	\$110
Clerical	\$ 90
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 15%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 24
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.10

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the BLS reported change
 in the average hourly earnings of all employees, engineering and drafting services.
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
 Construction management fee presented upon request.

ESTIMATED BUDGET

Geosyntec will perform these services on a time and materials basis in accordance with the current contract for an estimated cost of **\$607,831**. A cost summary table is provided below.

Task	Scope	Geosyntec Labor	Laboratory	Subcontractor and Other Direct Costs	Total
1	Soil Work Plan Preparation and submittal to LARWQCB	\$25,000	---	---	\$25,000
2	Preparation/Planning (FAA 7460 application, drilling permit, bottle orders, scheduling, HSE)	\$29,000	---	\$4,000	\$33,000
3	Field Implementation of Stormwater Sampling Plan (10 samples for PFAS analysis)	\$19,000	\$5,000	\$1,000	\$25,000
4	Field Implementation of Vertical Soil Delineation Plan (2 x 300 ft bgs boreholes, 50 samples + QAQC for PFAS analysis)	\$64,000	\$26,000	\$156,000	\$246,000
5	Field Implementation of Lateral Soil Delineation Plan (32 x 10 ft bgs boreholes, 96 samples + QAQC samples for PFAS analysis)	\$22,000	\$48,000	\$20,000	\$90,000
6	Preparation of Stormwater Investigation Report	\$19,000	---	---	\$19,000
7	Preparation of Soil Investigation Report	\$79,000	---	---	\$79,000
8	On-Call Services: Regulatory Correspondence, Regulatory and Airport Commission Meetings	\$50,000	---	---	\$50,000
9	Project Management (10% Fees)	\$30,700	---	---	\$30,700
Communication Fee (3% Fees)		\$10,131	---	---	\$10,131
TOTAL PROPOSED BUDGET		\$347,831	\$79,000	\$181,000	\$607,831

Geosyntec will not exceed this amount without prior approval. In the process of completing the proposed scope, if more budget appears to be needed due to out of scope activities that may be necessary for completion of the tasks or conditions different than assumed are encountered, an additional time and material budget will be requested for the Airport's authorization.

EXHIBIT C
Insurance Requirements

1. Consultant shall obtain, provide, and maintain policies of insurance as specified below.
 - A. General Liability Insurance. Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage.
 - B. Automobile Liability Insurance. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
 - C. Professional Liability (Errors and Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Commencement Date and Consultant shall maintain continuous coverage through a period of no less than three years after expiration or termination of this Agreement.
 - D. Workers' Compensation/Employer's Liability Insurance. Consultant shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.
2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
 - A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.
 - B. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 - C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - D. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Consultant's insurance and shall not contribute with it.

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

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

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 additional cost to Consultant, then the parties shall renegotiate Consultant's compensation.

EXHIBIT D
Non-AIP Project Federal Requirements

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

1. General Civil Rights Provisions

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

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

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

2. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**
(Burbank-Glendale-Pasadena Airport Authority / Jacobs Project Management Co.)

This Amendment No. 1 (“First Amendment”) to the May 12, 2022 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Jacobs Project Management Co., a wholly owned subsidiary of Jacobs Engineering Group, Inc. (“Program Manager”), is dated April 20, 2026 for reference purposes. Capitalized terms not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

R E C I T A L S

- A. The parties executed the Agreement to provide for Program Manager’s performance of program management associated services for the Authority’s RPT Program.
- B. The parties desire to amend the Agreement to: (i) extend the term; (ii) increase the contract limit; and (iii) update the federal requirements exhibit.

NOW, THEREFORE, the parties agree as follows:

- 1. Amendment of Section 1.** Section 1 (Definitions) of the Agreement is amended by revising paragraphs (C) and (E) to read as follows:

“(C) ‘Contract Limit’: \$47,000,000.

(E) ‘Expiration Date’: May 1, 2028.”

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT F-1
AIP Project Federal Requirements

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

1. Access to Records and Reports

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

2. Breach of Contract Terms

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

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

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

3. General Civil Rights Provisions

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

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

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

4. Civil Rights – Title VI Assurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Clean Air and Water Pollution Control

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

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

6. Certification of Offeror/Bidder Regarding Debarment

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

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

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

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

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

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

7. Disadvantaged Business Enterprises

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

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

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

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

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

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

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

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

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

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

8. Distracted Driving

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

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

9. Domestic Preferences for Procurements

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

10. Federal Fair Labor Standards Act

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

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

11. Certification Regarding Lobbying

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

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

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

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

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

12. Occupational Safety and Health Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

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

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

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

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

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

15. Termination of Contract

A. Termination for Convenience.

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

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

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

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

B. Termination for Cause.

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

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the

termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

1. Perform the services within the time specified in this contract or by the Authority approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the services; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the services.

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

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

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

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

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

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

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

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

16. Veteran's Preference

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

Professional Services Agreement Geosyntec Consultants, Inc. PFAS Investigation

Burbank-Glendale-Pasadena Airport Authority
April 20, 2026

Presented to
Burbank-Glendale-Pasadena Airport Authority

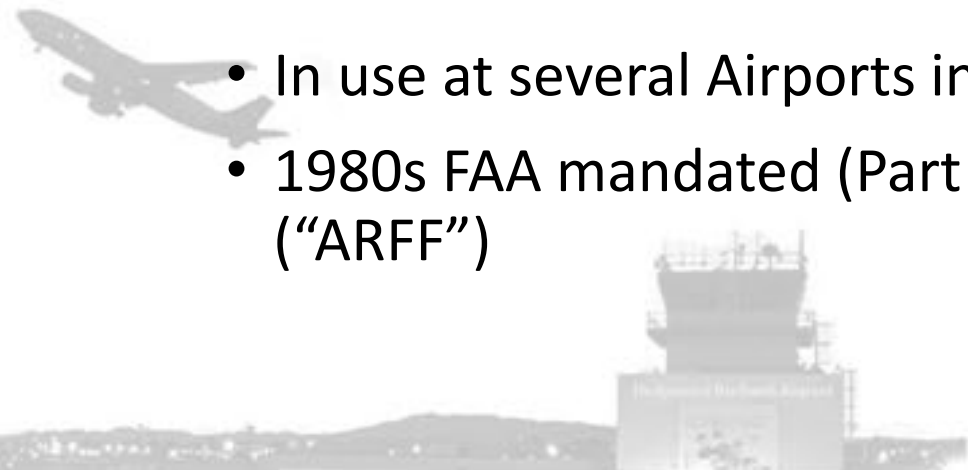
Presented by
Maggie Martinez
Director, Noise and Environmental Affairs



What is Per- and Polyfluoroalkyl Substance (PFAS)



- Forever chemical used since the 1940s
 - Comprise a large class of thousands of synthetic chemical compounds
 - Found in a wide range of consumer products
 - Non-stick cookware (e.g., Teflon), waterproof clothing, stain-resistant carpets, food packaging, and cosmetics
 - Aqueous Film-Forming Foam (AFFF)
 - Known to contain PFAS developed by the US Navy in the 1960s
 - In use at several Airports in late 1970s
 - 1980s FAA mandated (Part 139 Airports) for Aircraft Rescue and Firefighting (“ARFF”)





2019 Water Board Order

- In March 2019, the Authority received an Order from the Los Angeles Water Board that states:
 - The State Water Resources Control Board launched a phased investigation, issuing orders to airports to sample for PFAS in groundwater and soil
 - The Authority is required to develop a Work Plan and conduct soil and groundwater testing for the determination of the presence and extent of PFAS at the Airport
- In May 2019 the Authority awarded a contract to Geosyntec Consultant, Inc. to:
 - Conduct PFAS investigation
 - In areas where AFFF was potentially discharged



PFAS Investigation (2019 – 2020)

Soil Investigation (2019)

- June 11, 2019 work plan submittal to Water Board
- 7 soil boring locations sampled
- Soil Investigation Depth: up to 50 ft below ground surface (“bgs”)
- PFAS detected at all 7 soil boring locations

Groundwater Investigation (2020)

- November 27, 2019 work plan submittal to Los Angeles Water Board
- 6 existing monitoring wells (Lockheed-owned) sampled
- PFAS detected at all 6 groundwater wells

Additional deep boring advanced near Fuel Yard

- Objective: determine how far has PFAS vertically migrated in soil and has it reached groundwater
- Collected soil samples from 60 to 165 ft bgs
- Refusal at 165 ft, unable to sample groundwater
- PFAS detected at 60 – 120 ft bgs
- No PFAS detected from 120 to 160 ft bgs

2024 Regulatory Update



- April 10, 2024
 - U.S. Environmental Protection Agency (EPA) established PFAS Maximum Contamination Levels (“MCL”)
 - Applies to 5 PFAS compounds for untreated groundwater
 - Comparison - EPA MCL vs Airport groundwater samples taken from Lockheed Corporation monitoring wells (2020)





Water Board Order 2025

- Regional Concern (2025)
 - LADWP and Burbank Water and Power report to Congress and put pressure on the Los Angeles Water Board to further investigate and identify the sources of PFAS contamination in drinking water resources in the San Fernando Valley
- November 7, 2025 – Water Board Order
 - Continue with PFAS investigation based on 2019 & 2020 PFAS reports
 - Attributed the PFAS in groundwater results to the use of AFFF
 - Stormwater – Work plan developed, pending on qualified rain event (6 locations)
 - Groundwater Sampling – Negotiated to remove groundwater sampling
 - Lateral (4 locations) and vertical (2 locations) delineation of PFAS in soil
 - The purpose of this order is to ensure the protection of current and future drinking water resources in the San Fernando Valley

PFAS Investigation at Hollywood Burbank Airport (2019 – 2020)



Stormwater Investigation

- Workplan developed February 5, 2026
- Stormwater sampling at 6 locations (10 PFAS samples)

Soil Investigation

- Work plan development, approval by the Los Angeles Water Board, field implementation and reporting
- Vertical delineation strategy of advancing two boreholes to groundwater interface or refusal
 - Sample at 10 ft intervals after 50 ft bgs
- Lateral delineation strategy of advancing 32 boreholes from 4 locations
- At each of the 8 step out locations:
 - 3 soil samples collected at 1', 5', and 10' depths

Geosyntec - Background



- Recognized experts in PFAS, completed over 400 PFAS projects
- Has accomplished multiple environmental investigations for the Authority
- December 9, 2025 – Initial work order was issued to Geosyntec
 - Commence response to the November Order with the Los Angeles Water Board
 - Work plan developed to collect stormwater sampling
 - Due to weather-related scheduling constraints, stormwater sampling has been postponed
 - Multiple meetings with the Los Angeles Water Board
 - Negotiated a reduction in the number of required boring locations to groundwater
 - No groundwater sampling
- Involved since the first PFAS investigation at the Airport (2019)
- Extensive regulatory experience to navigate complex compliance requirements
- Established relationship with Los Angeles Water Board representative, facilitating efficient communication

Proposed Scope of Work to comply with Water Board Order



Compensation to be billed on a time and materials basis

Scope	Total
Work Plan/Planning	\$ 54,000.00
Field Implementation	\$ 105,000.00
Subcontractors	\$ 181,000.00
Laboratory	\$ 79,000.00
PFAS Investigation Reports	\$ 98,000.00
Project Management/Regulatory Support	\$ 90,831.00
Total	\$ 607,831.00

Funding and Recommendation



Funding:

- Funding for this item will be included in the proposed FY 2027 budget
- Following submission of the final report to the Los Angeles Water Board, the Water Board may amend its original Order, based on the findings, to require further investigation by the Authority

Recommendation:

- Staff seeks Commission approval to award the proposed PSA to Geosyntec in the amount of \$607,831 with a project contingency of \$60,000 for unforeseen circumstances to continue the PFAS investigation as directed by Los Angeles Water Board

Questions



**Hollywood
Burbank**
Airport