

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, JUNE 25, 2025

5:00 PM

MAIN AUDITORIUM – Norton Regional Event Center, 1601 East Third Street, San Bernardino, CA



A regional joint powers authority dedicated to the reuse of Norton Air Force Base for the economic benefit of the East Valley

Frank J. Navarro, President

Mayor, City of Colton

Penny Lilburn, Vice President

Mayor, City of Highland

Rhodes Rigsby, Secretary

Councilmember, City of Loma Linda

COMMISSION MEMBERS:

Joe Baca, Jr.

Supervisor, County of San Bernardino

Kim Knaus

Councilmember, City of San Bernardino

Theodore Sanchez

Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Phillip Dupper

Mayor, City of Loma Linda

John Echevarria

Councilmember, City of Colton

Larry McCallon

Councilmember, City of Highland

Fred Shorett

Councilmember, City of San Bernardino

- Full agenda packets are available at the SBIAA office, 1601 East Third Street, San Bernardino, California, will be provided at the meeting, and are posted in the Public Meetings/Agenda section of our website at www.sbiaa.org. Office hours are 8:00 a.m. to 5:00 p.m., Monday–Friday.
- Recordings of the SBIAA Commission meetings are available in the Public Meetings/Agenda section of our website at www.sbiaa.org.
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SBIAA office at (909) 382–4100. Notification 48 hours prior to the meeting will enable SBIAA staff to make reasonable arrangements to ensure accessibility to this meeting.
- Anyone who wishes to speak during public comment or on a particular item will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be turned in to the Clerk of the Board.
- Public comments for agenda items that are not public hearings will be limited to three minutes.
- Public comments for items that are not on the agenda will be limited to three minutes.
- The three-minute limitation shall apply to each member of the public and cannot be shared.
- An additional three minutes will be allotted to those who require translation services.

ORDER OF BUSINESS – CLOSED SESSION

This meeting of the governing Commissions of the San Bernardino International Airport Authority will begin with Closed Session Public Comment and Closed Session, immediately followed by the Open Session portion of the meeting.

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the San Bernardino International Airport Authority Commission meeting is limited to a maximum of three minutes for each speaker and comments will be limited to matters appearing on the Closed Session portion of the agenda. Additional opportunities for further Public Comment will be given during and at the end of the meeting. An additional three minutes will be allotted to those who require translation services.

C. CLOSED SESSION

An announcement is typically made prior to closed session discussions as to the potential for a reportable action at the conclusion of closed session.

- a. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130
- b. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Lee v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2417207
- c. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: In re Thunder International Group, Inc., U.S. Bankruptcy Court for the District of New Jersey, Case No. 25-15229 (JKS)
- d. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: 105 North Leland Norton Way, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Liu, Transportation Security Administration (TSA)

- e. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6.

The SBIAA Commission will meet with its duly designated representative to discuss salaries, salary schedules and compensation, and fringe benefits payable to the following non-represented positions specified by title.

Negotiating for SBIAA: President Frank Navarro
Position Title: Chief Executive Officer

D. REPORT ON CLOSED SESSION

Public announcement(s) will be made following closed session if there are any reportable actions taken during closed session.

ORDER OF BUSINESS – OPEN SESSION

- **CALL TO ORDER OPEN SESSION**
- **PLEDGE OF ALLEGIANCE**

E. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code Section 54954.2, items may be added on which there is a need to take immediate action, and the need for action came to the attention of the San Bernardino International Airport Authority Commission subsequent to the posting of the agenda.

F. CONFLICT OF INTEREST DISCLOSURE

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF JUNE 25, 2025
[**PRESENTER:** Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 005**]

G. INFORMATIONAL ITEMS

It is intended that the following subject matters and their attachments are submitted to the Board members for informational purposes only. No action is required with regard to these items in the form of a receive-and-file motion or otherwise. Members may inquire of staff as to any questions or seek clarifications, but no discussion may ensue other than to place an item on a subsequent agenda for further consideration. In such situations where permissible levels of discussion are conducted, members are reminded that staff has not presented the related contractor and interested parties conflicts of interest disclosures that are typically provided for agenda items for which action is intended to occur. Additionally, questions may arise as to negotiation strategies or other legal issues which are more appropriately addressed in a closed session discussion.

2. Informational Items

- a. CHIEF EXECUTIVE OFFICER'S REPORT
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#: 020**]
- b. REPORT ON TECHNICAL ADVISORY COMMITTEE
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#: 021**]
- c. UPDATE ON FAA GRANT PROJECTS
[**PRESENTER:** Mark Gibbs, Director of Aviation **PAGE#: 022**]

H. COMMISSION CONSENT ITEMS

The following consent items are expected to be routine and non-controversial and will be acted upon by the Committee at one time unless the Board directs that an item be held for further discussion.

3. REGISTER OF DEMANDS FOR MAY 2025
[**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#: 023**]
4. RECEIVE AND FILE TREASURER'S REPORT FOR APRIL 30, 2025 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)
[**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#: 032**]

5. APPROVE MINOR REVISION TO THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY COMMISSION POLICY
[PRESENTER: Scott Huber, General Counsel; PAGE#: 035]
6. APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$79,141 FOR DESIGN SERVICES FOR PROCUREMENT OF AN AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE
[PRESENTER: Mark Gibbs, Director of Aviation PAGE#: 037]
7. APPROVE MEETING MINUTES: MAY 28, 2025
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission PAGE#: 075]

I. COMMISSION ACTION ITEMS

8. CONSIDER AND ADOPT THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) BUDGET AND RELATED AIRPORT FEE SCHEDULE, AND LUXIVAIR SBD PRICING POLICY FOR FISCAL YEAR 2025-2026
[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 084]
9. APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2025-2026
[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 107]
10. REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2025
[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 129]

J. ADDED AND DEFERRED ITEMS

Deferred Items and Items which have been added pursuant to Government Code Section 54954.2 as noted above in Section E.

K. OPEN SESSION PUBLIC COMMENT


Anyone who wishes to speak during Open Session Public Comment will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be given to the Clerk of the Board. Public comments for items that are not on the agenda will be limited to three minutes. The three-minute limitation shall apply to each member of the public and cannot be shared with other members of the public. An additional three minutes will be allotted to those who require translation services.

L. COMMISSION MEMBER COMMENT

Commission members may make announcements or give brief reports on activities or matters not appearing on the agenda, as well as provide direction to staff relating to matters which may be addressed at this time.

M. ADJOURNMENT

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the San Bernardino International Airport Authority Commission, Wednesday, July 23, 2025.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 25, 2025</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</p>
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SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF JUNE 25, 2025

SUMMARY

This agenda contains recommendations for action relative to certain contractors/principals and their respective subcontractors. Care should be taken by each Commission member to review and consider the information provided herein to ensure they are in compliance with applicable conflict of interest laws.

RECOMMENDED ACTION(S)

Receive for information and consideration in accordance with applicable conflict of interest laws.

FISCAL IMPACT

None.

PREPARED BY:	Yajaira Maldonado
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

The potential conflicts information provided in this report is intended to be used as a means for each voting member to verify campaign contributions from their individual campaign records. The following information is considered to be complete only to the best knowledge that has been disclosed to staff by the following listed contractors and in many instances may not be complete as of the date of publication of the agenda. Staff will endeavor to provide updates and supplements to the disclosure information to the extent additional contractor disclosure information becomes known to staff at or prior to each particular meeting time.

In addition to other provisions of law which prohibit San Bernardino International Airport Authority (SBIAA) Commission members from having financial interests in the contracts of public agencies, the provisions of California Government Code Section 84308 prohibit individual SBIAA Commission members from participating in any Commission proceeding involving a license, permit, or other entitlement for use pending before the Commission, if the individual member has received a contribution of more than two hundred fifty dollars (\$250.00) within the preceding twelve (12) months or for three (3) months following any such Commission proceeding, from any person, company or entity who is the subject of the proceeding, including parent-subsidary and certain otherwise related business entities as defined in the California Code of Regulations, Title 2, Division 6, Section 18438.5, or from any person who actively supports or opposes a particular decision in the proceeding and who has a financial interest in such decision, as defined in California Government Code Section 87103.

The restrictions of Government Code Section 84308 do not apply if the individual member returns the contribution within thirty (30) days from the time they know, or should have known, about the contribution and the proceeding.

This agenda contains recommendations for action relative to the following contractors/principals and their respective subcontractors (as informed to SBIAA staff by the Principals):

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
9.	<u>Cole Huber, LLP</u> Derek P. Cole, Equity Partner Scott E. Huber, Equity Partner	None.
9.	<u>Mirau, Edwards, Lewin, and Tooke, LLP</u> John K. Mirau, Partner Mark C. Edwards, Partner Robert W. Cannon, Partner Michael J. Lewin, Partner William P. Tooke, Partner	None.
9.	<u>Climatec, LLC</u> Mauro Lima Vez, CEO Ronald Kleefman, CFO Shawn Flahart, VP Bob Peppe, Operations Director	None.

	Astrid Cardenas, Service Manager	
9.	<u>Mead and Hunt, Inc.</u> Andrew J. Platz, CEO/President Jeffrey M. Mason, CFO/Treasurer J. Berry Still, Secretary John A. Rathke, Vice President Laurie L. Whitney, Vice President Jeffrey Leonard, Vice President Nancy Moricz, Vice President Nathan Rockwood, Vice President See attached list	None.
9.	<u>David Turch and Associates</u> David Turch, Principal	None.
9.	<u>Boston Fox Tighe International</u> Adrian Fox, Managing Director	
9.	<u>Tom Dodson and Associates</u> Tom Dodson, President	None.
9.	<u>Three-2-One, Inc. DBA Imagine Systems, Inc.</u> John C. Easley, President John P. Wilson, Vice President	None.
9.	<u>Aviatrix Communications, LLC</u> Kathryn Franco Jones, Owner	None.
9.	<u>CJMC Holdings, LLC</u> Jim Harris, CEO	None.
9.	<u>Eide Bailly, LLP</u> See attached list.	None.
9.	<u>Coffman Associates</u> Steve Benson, CEO James M. Harris, President Stephen C. Wagner, Chief Financial Officer David W. Fitz, Principal Michael Dmyterko, Principal	None.
9.	<u>Allawos & Company.</u> Michael Allawos, President/CEO	None.
9.	<u>Hernandez, Kroone & Associates</u> Richard R. Hernandez, Principal Anne M. Hernandez, Principal	None.
9.	<u>Hughes Aerospace</u> Chris Baur, CEO/President Alice Shingler, Director of Operations	None.

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|---------|---|-------|
| 6. & 9. | <u>AECOM Technical Services, Inc.</u>
Karl E. Jensen, CEO
Allison Hall, CFO
Armond Tatevossian, Secretary
Matthew Crane, President
Glen T. Davis, Vice President
Eric D. Lang, Vice President | None. |
| 9. | <u>Right Energy Group, LLC</u>
Jerry Silva, Partner
James Campos, Partner | None. |
| 9. | <u>Jackhammer Movement, Inc.</u>
James Pargas, CEO/Secretary/CFO | None. |
| 9. | <u>DBT Transportation Services, LLC</u>
David Barnes, CEO
Nancy Thomsen, COO
Jim Nulle, Head Field Engineer
Megan Barnes, Owner
Michelle Barnes, Owner
Blair and Anna Fernau, Owner
Bill and Molly Le Blanc, Owner
Michael Coursey, Owner
Chris Kolkhorst, Owner
SIPII LLC, Owner
OZ Cap LLC, Owner
Delk Living Trust, Owner
Delk's Valley Oil, Inc, Owner | None. |

Attachments:

1. California Government Code §§ 84308 and 87103
2. California Code of Regulations, Title 2, Division 6, §18438
3. Mead & Hunt, Inc. Company Information Sheet
4. Eide Bailly, LLP Company Information Sheet

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

84308. (a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of **government**, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his

or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

87103. A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

(a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a contribution of more than \$250 has been made by any party to a proceeding, contributions made by a party's parent, subsidiary, or otherwise related business entity, (as those relationships are defined in subdivision (b) below), shall be aggregated and treated as if received from the party for purposes of the limitations and disclosure provisions of Section 84308.

(b) Parent, Subsidiary, Otherwise Related Business entity, defined.

(1) Parent-subsidiary. A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

(2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent-subsidiary relationship are otherwise related if any one of the following three tests is met:

(A) One business entity has a controlling ownership interest in the other business entity.

(B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:

(i) The same person or substantially the same person owns and manages the two entities;

(ii) There are common or commingled funds or assets;

(iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;

1 (iv) There is otherwise a regular and close working relationship between the entities; or

2 (C) A controlling owner (50% or greater interest as a shareholder or as a general partner)

3 in one entity also is a controlling owner in the other entity.

4 Note: Authority cited: Section 83112, Government Code. Reference: Section 84308,

5 Government Code.

6 HISTORY

7 1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to

8 *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924,

9 California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992

10 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements

11 and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior

12 history of section 18438.5, see Register 85, No. 8.

13 2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of

14 the California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair*

15 *Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California

16 Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC

17 regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not

18 subject to procedural or substantive review by OAL) (Register 2014, No. 33).

By action of the Board of Directors of Mead & Hunt Companies, Inc., the following people are authorized to sign (execute) the Professional Services Contracts on behalf of Mead and Hunt, Inc. with the noted limits: Rajan I. Sheth, Andrew J. Platz, Amy R. Squitieri, Ron J. Engel, Jon J. Faucher, Richard E. Plymale, Jr., Stephanie A.D. Ward, Berry Still– All Professional Services contracts. For other contracts and commitments, please check with CEO for clarification.

Aviation	Paul Strega	Environmental	Scott Brosteau (WI, MN)	Joel Lee (NC)
Air Services	Damon Smith	Laura Morland		Woody Price
Joseph Pickering	Jeff Sorenson (Federal)	Christina Slattery	Surveying	John Rathke (WI, MN)
		Lou Bridges	Gary Ness	Berry Still (SC)
Aviation Engineering and Planning	Architecture	Federal Facilities	Telecommunications	Jay Wheaton (WI, MN)
Mark Breukink	Laurie Goscha	Laurie Goscha	Jamie Bumgarner	Water/Wastewater
Bob Casagrande	David Mason	David Mason	Woody Price	Troy Gallagher
Ryk A. Dunkelberg	Jeff Mason	Jeff Mason		Casey Rose
Mitchell Hooper	David Way	Jeff Sorenson	Transportation	
Bob Leisenring	CEI	Food & Beverage	Jamie Bumgarner (WV)	Water Resources
Jeff Leonard	Jeff Burkett (SC)	Roger Porter	Jeff Burkett (SC)	Miroslav Kurka
Laura Morland	Cultural Resources	Greg Marconnet	Russell A. Chesmore	Carson Mettel
Bryan Page	Christina Slattery	David Mason	Mike Ciotola (OH)	Rahul Ranade
Chris Reis	Jeff Sorenson (Federal)	Municipal	Ron J. Engel	Nathan Rockwood
Brad Rolf		Kevin Barnes (SC)	Rob Hamzy (SC)	
Jon Scraper			Scott Hasburgh (WI)	
			Kaveripatina, Bala (OH)	


b. Company Information Sheet (Exhibit A)

EXHIBIT "A"
RFP 22-004: PROFESSIONAL AUDIT SERVICES

COMPANY INFORMATION SHEET
DECLARATION

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this 25 day of March, 2022, in Rancho Cucamonga, CA.
[day] [Month] [City] [State]


Print Name: David Showalter
Print Title: Partner

LEGAL NAME OF
COMPANY: Eide Bailly LLP

ADDRESS: 10681 Foothill Blvd., Ste. 300 | Rancho Cucamonga, CA 91730

TELEPHONE: 909.755.2711 FAX: 909.466.4431

WEBSITE: www.eidebailly.com EMAIL: dshowalter@eidebailly.com

TYPE OF BUSINESS (Check One):

- | | |
|--|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY COMPANY |
| <input checked="" type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> JOINT VENTURE |
| <input type="checkbox"/> INDIVIDUAL | |
| <input type="checkbox"/> INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME | |
| <input type="checkbox"/> OTHER _____ | |

STATE OF INCORPORATION OR FORMATION: Minnesota

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	Title
<u>David Showalter</u>	<u>Partner</u>
<u>Roger Alfaro</u>	<u>Consulting Partner</u>
<u>Dave Stende</u>	<u>Managing Partner</u>
<u>See following page for full listing</u>	

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Eide Bailly Partner Listing			
Barb Aasen	Derek Flanagan	Joe Kristan	Rudy Rudolph
Joe Aguilar	Chad Flanagan	Sara Kurtz	LeAnn Rudolph
Thomas Ahrens	Dan Flowers	Amy Lai	Brian Ruff
Linda Albrecht	Tom Fogarty	Brian Laib	Tonya Rule
Rick Alexander	Janie Fogg	Travis Lance	Peggy Runcorn
Roger Alfaro	Brooke Forstner	Renee Langworthy	David Rygh
Nate Allphin	Steve France	Scott LaPlant	Jordan Salo
Rick Alonzo	David Frank	Caroline Larson	Wade Sandy
Jessica Andersen	Teri Gage	Derrick Larson	Joe Sawatske
Jay Anderson	Dan Gahler	Bobby Lawrence	Kurt Schlicker
Ava Archibald	Dennen Gamradt	Tim LeClair	Keith Schmidt
Sheila Ashrafi	Bill Garcia	Brenda Leibfried	Jim Schmidt
Mike Astrup	Kirk Gardner	Shannon Lemmon	Jill Schneider
Troy Atkinson	Bruce Garfield	Susan Levinstein	Maria Schwingler
Jon Ault	Ahmad Gharaibeh	Kirk Lindemann	Rebekah Scott
Steve Bandler	Dave Glennon	Darrell Lingle	Jeri Self-Merritt
Rick Basterrechea	Ann Glenz	Carolyn Linkov	Ryan Shirley
Michelle Beaty	Tom Goekeler	Ralph Llewellyn	David Showalter
Jeremy Bendewald	Shilo Gorospe	Dustin Long	Brett Simpson
Brad Berls	Kelley Grace	D.C. Lucas	Paul Sirek
Eric Berman	Chris Gracey	Thomas Madison	Scott Sisel
Tyler Bernier	Renee Gravalin	Heather Maire	Paul Skeen
TJ Bert	Jake Gregory	Ross Manson	Gary Smith
Brian Bertsch	Xiupin Guillaume	Dan Martin	Kevin Smith (BOI)
Ryan Beste	John Gupta	Donny Matteson	Jennifer Snow
Jan Bjork	Scott Gustafsson	Nathan McMurtrey	Jeff Sorensen
Mike Blazei	Russell Guthrie	Joe Melson	Kinnaly Soukhaseum
Brian Bluhm	Mark Guy	Norman Mendoza	Mike Soza
Brenda Blunt	Scott Haberman	Terry Merfeld	Cindy Spence
Ashley Brandt-Duda	Mark Hale	Michael Michelsen	Andy Spillum
Danny Bresnahan	Sean Hales	Lealan Miller	Joe Splinter
Shannon Breuer	Brian Haley	Alex Miller	Laura Srsich
Marilyn Brindle	Kayce Halley	Dan Milne	Brian Stavenger
Kelly Bryson	Edie Hanson	Tamara Miramontes	Dave Stende
Eric Budreau	Susie Hanson	Terri Montgomery	Chantal Stennerson
Dale Bunn	Brandon Harrison	Joe Monty	Jeromy Stephens
Travis Burgess	Laura Hartwig	Patti Morgan	Joe Stoddard
Cindy Byerrum	Jeremy Hauk	Gwen Moser	Dave Studebaker
Brett Call	Ryan Havick	Andrea Mouw	Mandy Sutton
Brian Callahan	Julie Hawkins	Lauren Murro	Ryan Svoboda
Curtis Campbell	Joshua Hayes	Dan Neale	Leonard Sweet
Kathy Cantu	Toby Hazen	Scott Nelson	Adam Sweet
Glenn Carniello	Ron Hecht	John Nelson	Michael Tao
Jennifer Carpenter	Jared Heim	Deb Nelson	Luke Taylor
Lisa Chaffee	David Helm	Stacey Nelson	Greg Taylor
Pam Chamberlain	Rhea Hemish	Aaron Ness	Amy Tepp

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Eide Bailly Partner Listing			
Brian Cheese	Hans Hendershot	Jason Neumann	Diane Terrell
Greg Clausen	Kimberley Higgins	Cory Nielson	Bradley Theisen (MPL)
Aaron Clayton	Ted Hill	Al Nolte	Heather Thielges
Kristin Cornell	Angie Hillestad	Eric Nuttall	Stuart Tholen
Alex Corrigan	KayLynn Hilton	Craig Nyhus	Duane Thompson
Nick Crank	Jeff Hipshman	Alexis Odden	Rachael Thomsen
Mike Criddle	David Hirschhorn	Jason Oelrich	Brian Tims
Blake Crow	Elliot Hitt	SuAnn Olson	Royce Townsend
Jeff Cullison	Roger Huebner	Jason Olson	Denise Tripp
Brett Dagley	Kim Hunwarden	Kyle Orwick	Steve Troyer
Mark Dale	Jenni Huotari	Edd Painter	Amber Tyler
Jodi Daugherty	Caesar Ibarra	Andrew Park	Brian Unsen
Brad DeJong	John Jacobsen	Zach Parker	Cory Van Maanen
Jason Delles	Aaron Jaqua	Bobby Patel	Grant Vande Kamp
Sarah DeVries	Jim Jarding	Ben Peeler	Travis VanDyke
Kristin Diggs	Julie Jeffrey	Karen Perkins	Mike Verville
Ryan Donahue	Jeremy Jennings	Joyce Peters	Erin Villafana
Jim Donovan	Ken Jeppesen	Clint Peterson	Adam Vonachen
Ryan Doyle	Ken Johnson	Brian Peterson	Andrew Wagner
Brittany Dunn	Eric Johnson	Scot Phillips	Audra Wagner
Vanessa Dutton	Luke Johnson	Shane Pickett	Nic Waldenmayer
Shelley Earsley	Brett Johnson	Brad Poll	Brad Wallace
Nathan Edelman	Ramona Johnson	Ksenia Popke	Clay Waller
Jeff Edison	Chuck Johnson	Debbie Potter	Don Watson
Pam Eggert	Jared Johnson	Tom Pruner	Melissa Webb
Blake Ellefson	Greg Jones	Kevin Pulliam	Tracey Welcher
Ben Ellingson	Kara Jones	Eric Pulse	Mark Wenig
Holly Engelhart	Julie Kafka	Aric Radmacher	Donald Westenhaver
Corey Enger	Elise Kainz	James Ramsey	Kevin Whitaker
Tara Engquist	Don Kainz	David Randel	Phillip White
Stacy Erdmann	Andy Kaiser	Mitch Rasmussen	Jay Wikum
Dana Ereth	Paul Kane	Bill Rauch Jr	Janice Wilburn
Anders Erickson	Patrick Kautzman	Gerald Reid	Chris Wilcox
Matt Everroad	Janel Keenan	Justin Reilly	Steve Williams
Beth Farley	Brad Kelley	Mackenzie Rentschler	Bill Williams
Jamie Fay	Will Kerns	Rachel Rico	Tiffany Williamson
Joy Feige	Jeremy Kiecker	Jodi Ristrom	Chad Wilsie
Todd Ferguson	Craig King	Kelli Roberts	John Wodzinski
Amber Ferrie	Mike Klaich	Bradford Rockabrand	Jesse Wutkee
Beth Feuchtenberger	Geoff Knobloch	Ann Rockswold	Ronald Yates
John Fischer	Amy Knust	Brent Roeder	James Yee
Kent Fisher	Scott Kost	Mark Rogers (MPL)	Scott Zeligson
Kevin Fite	Carmen Krantz	Josh Rowley	Cameron Zent

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY —

Execution of Legal Documents:

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, Proposals and related documents:

Name	Title
David Showalter	Partner
Roger Alfaro	Consulting Partner

IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY —

Representative and/or Management Capacity:


The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

Name	Title
David Showalter	Partner
Roger Alfaro	Consulting Partner

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION]

c. Company Information Sheet (Exhibit A) for Subcontractor (Not Applicable)

This page intentionally left blank as subcontractors will not be utilized for this engagement.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 25, 2025</p> <p>ITEM NO: 2a</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

An oral report will be provided at the time of the meeting.


PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

None.

Attachments:

1. None

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 25, 2025</p> <p>ITEM NO: 2b</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: INFORMATIONAL ITEMS – REPORT ON TECHNICAL ADVISORY COMMITTEE

SUMMARY

An oral report will be provided at the time of the meeting.


PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

The annual meeting of the Technical Advisory Committee was held on June 12, 2025.

Attachments:

1. None

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 25, 2025</p> <p>ITEM NO: 2c</p> <p>PRESENTER: Mark Gibbs, Director of Aviation</p>
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SUBJECT: INFORMATIONAL ITEMS – UPDATE ON FAA GRANT PROJECTS

SUMMARY

An oral report will be provided at the time of the meeting.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

None.

Attachments:

1. None



TO: San Bernardino International Airport Authority Commission

DATE: June 25, 2025

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: REGISTER OF DEMANDS FOR MAY 2025

SUMMARY

SBIAA's Register of Demands for May 2025.

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Various accounts as shown.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	N/A
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

The attached Register of Demands corresponds to checks issued in the month of May 2025. The total of the register is \$6,280,326.21.

Fuel: Titan Aviation Fuels where paid \$4,706,230.48 for aviation fuel to resell at Luxivair-SBD. Merit Oil Co. where paid \$31,031.99 for fuel to operate SBIAA vehicles and for resale at Luxivair-SBD.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications Corporation, Southern California Edison, The Gas Company, Utility Telecom Group LLC, and Verizon Wireless where paid a total of \$67,859.31.

Professional Services: Allawos & Company; Aviatrix Communications LLC; Boston Fox Tigue International LLC; Cole Huber LLC; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin, & Tooke LLP; Right Energy Group, LLC.; and Tom Dodson & Associates where paid a total of \$184,242.07.

Attachments:

1. Register of Demands for the June 25, 2025 Commission Meeting
2. VISA breakdown - May 2025

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
6/25/2025

Line	Company Name	Description	AP Register
1	A.O. Reed & Co. LLC	HVAC unplanned repairs and maintenance	18,960.93
2	A3 Communications, Inc. DBA Blue Violet Networks	Artificial Intelligence Network Video Recorder (AI NVR)	58,590.49
3	Accurate First Aid Services LLC	First Aid cabinet refills and some CPR training	717.58
4	AEC Moreno Corp	Reimbursement for fire department plan check fees	4,430.00
5	AIE Inc.	Calibration service	1,147.00
6	Allawos & Company	Consulting fees for Green Energy Services	7,145.83
7	Am-Tec Total Security Inc.	Unplanned alarm monitoring service /repairs-professional alarm monitoring	375.00
8	Amazon Capital Services Inc.	Purchases of supplies and goods	2,470.55
9	Amtech Elevator Services	Unplanned maintenance and repairs for elevators/escalators-Customs	3,420.00
10	Atsushi Kugimiya	Annual boot reimbursement	152.24
11	Audacy Operations Inc.	KFROG radio and streaming advertising	1,993.74
12	Aviatrix Communications LLC	Professional services passenger service marketing-advertising and "Good Neighbor Program"	81,431.83
13	B&H Photo & Electronics Corp	IT supplies	1,990.74
14	Babcock Laboratories Inc.	Stormwater analysis	395.09
15	Basic Backflow	Backflow testing, inspections & repairs	377.70
16	Bear Springs Hotel	2025 World Trade Week Conference Event	8,558.02
17	Boston Fox Tigue International LLC	Marketing services	55,974.50
18	BrightView Landscape Services, Inc.	Landscaping maintenance-FBO	1,390.50
19	Burrtec Waste Industries Inc.	Trash removal services	1,732.00
20	C & A Janitorial Services	Janitorial services	8,568.53
21	CED-Consolidated Electrical Distributors	Light bulbs & electrical supplies	199.67
22	Cintas Uniforms	Uniform and rug services	6,665.85
23	City of San Bernardino Water Department	Water and sewer services	886.62
24	Climatec LLC	Licenses, camera, and badging integration	27,092.23
25	Cole Huber LLP	Professional Legal services	8,327.50
26	County of San Bernardino Economic Development	State of County Bronze Sponsorship	5,000.00
27	Daily Journal Corporation	Inviting bids	2,186.88
28	Dans Lawnmower Center	Equipment repairs and landscape supplies	2,941.51
29	David Turch and Associates	Professional lobbying services	10,000.00
30	Dennis Houser	BSIS Reimbursement	203.00
31	Donald Platten	Annual boot reimbursement	179.43
32	East Valley Water District	Water services	88.12
33	Esther Miranda	Non-employee compensation	334.08
34	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs	1,197.87
35	FedEx	Courier services	67.72
36	Ferguson Enterprises LLC	Plumbing supplies and materials	389.66
37	Ford Credit Company	Lease for Luxivair-SBD courtesy vehicle	1,645.45
38	Frontier Communications Corporation	Telephone services	6,075.55
39	GMSTEK LLC	Subscription fee for point of sale system	2,201.29
40	Grainger	Parts and supplies for building repairs	357.55
41	Granite Telecommunications	Telephone services	7,427.31
42	Green Facility Cleaning LLC	Solar panel cleaning	3,495.00

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
6/25/2025

Line	Company Name	Description	AP Register
43	Greta Reynolds	BSIS Reimbursement	118.00
44	Hernandez, Kroone & Associates Inc.	Professional engineering services	2,340.00
45	HSG Inc. DBA Control Concepts Inc.	Baggage handling system	1,767.60
46	Imagine Systems Inc.	Professional information technology consulting services	3,068.56
47	Ink'd Promo and Apparel	Luxivair promotional supplies	8,404.58
48	Inland Empire Broadcasting Corp DBA KOLA-FM Radio	Marketing services	2,560.00
49	Inland Valley Development Agency	Oct-Dec 2024 Due to From	797,133.06
50	Innovative Federal Strategies LLC	Professional federal legislative advocacy services	3,000.00
51	Jonathan Galvan	Travel 06/2025 Atlanta GA-per diem	290.80
52	Kenneth Boyd	BSIS Reimbursement	112.00
53	Lee Chennault	BSIS Reimbursement	112.00
54	Mark Gibbs	Travel 04/2025 reimbursement Mead & Hunt	808.21
55	Mead & Hunt Inc.	Professional consulting services for air services and airport development	12,980.00
56	Merit Oil Company	Fuel inventory for fleet operations	31,031.99
57	Michael Nunez	Biweekly basic vehicle car washes	612.50
58	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services	2,723.85
59	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	28,396.20
60	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	8,228.66
61	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	762.37
62	PlaneNoise Inc.	Noise complaint program	1,316.13
63	RDO Equipment Co	Tractor maintenance	154,177.47
64	Red Star Fire Protection	Rebuild and repair sprinkler riser-hangar 33 / service Bldg. 610	5,759.06
65	RGG Seamless Rain Gutters, Inc. DBA Jose Luis Padilla	Terminal new rain gutters	9,393.10
66	Right Energy Group LLC	Professional services for Green Energy Program	6,500.00
67	SBR Broadcasting Corp DBA KCAL-FM Radio	KCAL-General SBD Marketing	1,040.00
68	SITA Information Networking Computing USA, Inc.	Monthly maintenance and support	1,448.56
69	Southern California Edison	Electric power	38,039.47
70	Staples, Inc. DBA Staples Contract & Commercial LLC	Office supplies	2,394.84
71	Sunwest Printing Inc.	Custom printing to support the agency	351.26
72	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	6,677.38
73	Tammie Headley	Professional services for Leland's Coffee	2,171.98
74	TELOS Identity Management Solutions, LLC.	Monthly maintenance and fingerprint submission fee	1,918.00
75	The Gas Company	Natural gas service	3,362.14
76	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	4,706,230.48
77	Tom Dodson & Associates	Professional services - environmental consulting	750.00
78	Tyler Platten	Annual boot reimbursement	200.00
79	Underground Service Alert Of Southern Cal	Monthly maintenance fee and ticket charges	26.65

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
6/25/2025

Line	Company Name	Description	AP Register
80	US Custom & Border Protection	Customs contract and inspection fees	3,267.90
81	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,447.74
82	Verizon Wireless	Wireless phone services	5,800.36
83	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals	61,225.76
84	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	625.00
85	Western Exterminator Company	Pest control services	563.38
86	Wintrust Specialty Finance	Monthly refueler lease payment	6,567.48
87	XGraphix LLC	Graphic kits to replace existing graphics airport design	4,837.13
	Total		\$ 6,280,326.21

**Visa Breakdown
May 2025
SBIAA**

Line	Description	Vendor	Dept.	Amount
1	Vehicle registration	CA DMV	Fuel	572.00
2	Vehicle registration processing fee	CA DMV	Fuel	12.02
3	Golf cart maintenance	Prestige Golf Cars	Fuel	414.73
4	Uniform Vest	Cintas	Fuel	358.64
5	Restock-fuse	Grainger	Fuel	102.57
6	Restock-supplies	Lowes	Fuel	91.01
7	Replace worn part Hex Bushing	Grainger	Fuel	386.28
8	Credit - Vest	Cintas	Fuel	(274.02)
9	New hose bumper stop	Grainger	Fuel	97.55
10	Restock-Oring	Grainger	Fuel	14.76
11	Replace worn part-Jaw Coupling	Grainger	Fuel	52.33
12	Dog Grooming for airport wildlife dog	Bath N' Buns	OPS	150.00
13	Keys to Aeropro front doors for knox boxes	Redlands Lock And Key	OPS	5.99
14	ARFF Truck fire extinguisher servicing	3 Alarm Fire & Safety	OPS	155.00
15	Bank deposit slips for Finance Dept.	SafeGuard	Finance	117.04
16	Quarterly All Hands Meeting for MX	Costco Wholesale	Maint.	82.11
17	Jon Galvan - AEP Review Meeting	Panera Bread	Maint.	86.90
18	Porta Potty for Norton Drone Launch Site	United Site Services	Maint.	332.70
19	Detail FBO Bus/Van for Mike Airfield Tour	Belico Details	Maint.	315.00
20	MM, SM, AZ, ARFF Rig Trip to Burbank-lunch	Chili's	Maint.	87.08
21	GA Tennant Breakfast for Jon	Sam's Club	Maint.	352.79
22	Damaged Irrigation Lines FBO	Ewing Irrigation	Maint.	233.87
23	Monthly fee for medical haz mat pick up and disposal	Medi-Waste Disposal	Terminal	41.18
24	Parts required to repair sliding glass doors in the domestic terminal	Automatics & More	Terminal	456.29
25	Food for staff meeting	Smart & Final	Security	59.37
26	Amended payroll tax return - Commissioners	Employment Development Dept	HR	660.34
27	Background screen	Checkr Inc.	HR	204.47
28	Insurance meeting with Titan Aerospace	Doordash	HR	200.54
29	Delivery and service refund (picked up order)	Doordash	HR	(48.92)
30	Breakfast with federal lobbyist	Carolyns Café	HR	104.97
31	Belt for FBO chiller	Allied Refrigeration Inc.	Maint.	49.49
32	Paint supplies for Bldg. 730	Sherwin-Williams	Maint.	147.33
33	Coffee for the GA meeting	Starbucks Coffee	Maint.	46.00
34	Sink repairs at Bldg. 48	Hirsch Pipe and Supply	Maint.	300.12
35	Lunch during all day interviews	Panera Bread	Maint.	43.44
36	New exit signs for 763 per fire marshal report	Home Depot	Maint.	225.01
37	Light bulbs for 763 exit signs	Home Depot	Maint.	58.59
38	2 windows for drone site	Home Depot	Maint.	769.93
39	Door and door knob for drone site	Home Depot	Maint.	314.25
40	Gauges for Bldg. 760 pump house	Bernell	Maint.	307.29
41	Tools to work on Bldg. 760 pump house	Ferguson	Maint.	367.72
42	Propane for GSE	AmeriGas	FBO	235.36
43	Pastries for Leland's Coffee	Noyes Bakery	FBO	81.12
44	Lunch - business meal	Panera Bread	FBO	143.38
45	Fuel for crew car-FBO	Chevron	FBO	36.00
46	Fuel for crew car-FBO	Chevron	FBO	55.42
47	Late payment fee for POS system	GMSTEK	FBO	146.31
48	Hospitality - Administration	Panera Bread	FBO	89.89
49	Hospitality - Administration	Panera Bread	FBO	105.21
50	Guest service Uniform	Cintas	FBO	295.18
51	Supplies for FBO	Sams Club	FBO	360.07
52	Hospitality for Regional Leadership Meeting Mike Burrows	Panera Bread	FBO	150.94
53	Batteries for marshalling wands	Sams Club	FBO	29.97
54	Fuel for crew car-FBO	Chevron	FBO	55.77
55	2-way Radio Repair	AirWave	FBO	25.88

**Visa Breakdown
May 2025
SBIAA**

Line	Description	Vendor	Dept.	Amount
56	Dry cleaning for N510MG	Family Dry Cleaners	FBO	62.25
57	Promotional item	Breeze	Admin.	710.36
58	Virtual server replacing VMWare	Proxmox	IT	776.83
59	Refund - Virtual server replacing VMWare	Proxmox	IT	(764.95)
60	Virtual server replacing VMWare	Proxmox	IT	776.83
61	Processes parking lot transactions	Windcave	IT	305.00
62	CBP TV Content	Dish Network	IT	114.71
63	Agencies' website usage charges, split between servers for each agency \$122.30 IVDA (57331 D54000 E110)	DigitalOcean	IT	61.15
64	Agencies' website usage charges, split between servers for each agency \$122.30 IVDA (57331 D54000 E110)	DigitalOcean	IT	61.15
65	Website management software, split between servers for each agency. \$103.38 IVDA (57331 D54000 E110)	CPANEL	IT	51.69
66	Website management software, split between servers for each agency. \$103.38 IVDA (57331 D54000 E110)	CPANEL	IT	51.69
67	DNS service for .gov domains	Amazon Web Services	IT	1.04
68	TV content for concourse	Sling	IT	66.79
69	Monthly subscription-Business Basic	Microsoft	IT	642.00
70	Online storage	Apple.com	IT	0.99
71	Travel ISC West security conference 04/2025 M. Dennis-lodging	Venetian Hotel	IT	238.11
72	Website monitoring service	Oh Dear Lier	IT	28.03
73	Website optimization - flysbd.com	Cloudflare Inc.	IT	240.00
74	Website optimization - Luxivairsbd.com	Cloudflare Inc.	IT	240.00
75	Enhanced security for flysbd and luxivair sbd	Wordfence	IT	268.20
76	Hosted IT collaboration	Slack	IT	43.75
77	Terminal background music streaming	Soundtrack Your Brand	IT	54.00
78	Monthly subscription	Microsoft	IT	2.68
79	NBAA S&D booth décor	Bourbon VooDoo	FBO	13.68
80	Supplies for NBAA S&D booth	CVS	FBO	32.93
81	Movie streaming for FBO theater	Netflix	FBO	24.99
82	Cable for FBO	Dish Network	FBO	155.35
83	Lunch for interview panel	Doordash	FBO	76.61
84	Plants for FBO	Sunshine Growers Yucaipa	FBO	169.55
85	Supplies for FBO	Lowe's	FBO	207.01
86	Lunch for interview panel	Doordash	FBO	61.68
87	Water for Hospitality bar-FBO	Sam's Club	FBO	574.08
88	Plants for FBO	The Home Depot	FBO	239.25
89	Supplies for FBO	Lowe's	FBO	25.82
90	Supplies for FBO	Michael's	FBO	60.25
91	Plants for FBO	Lowe's	FBO	63.12
92	Supplies for FBO	Lowe's	FBO	125.42
93	Supplies for FBO	Michael's	FBO	37.66
94	Registration renewal for VW	DMV	FBO	259.00
95	DMV fee for online payment	DMV	FBO	5.05
96	Wall art for FBO lobby	Elephant Stock	FBO	209.90
97	Dry cleaning for N15Y	Family Dry Cleaning	FBO	149.25
98	Gasoline for Crew Car-FBO	Chevron	FBO	86.14
99	Needed for website accessibility	House Industries	Mktg.	250.00
100	Simplified graphic design solution	Canva	Mktg.	400.00
101	Stock imagery	Adobe	Mktg.	49.99
102	Marketing photoshoot - wardrobe options	Amazon	Mktg.	94.78
103	Marketing photoshoot - wardrobe options	Amazon	Mktg.	140.02
104	Marketing photoshoot - wardrobe options	Amazon	Mktg.	147.30
105	Stock imagery not available on adobe	iStockPhoto	Mktg.	520.00
106	Options for wardrobe	Amazon	Mktg.	145.72
107	Grounds Lightning truck tailgate hardware	Ken Grody Ford	Fleet	67.86
108	Grounds small equipment parts	LA Verne Power Equipment	Fleet	210.08

**Visa Breakdown
May 2025
SBIAA**

Line	Description	Vendor	Dept.	Amount
109	Equipment tires-FBO	Pete's Road Service	Fleet	942.89
110	Facilities truck 35 tires	Pete's Road Service	Fleet	996.53
111	Fleet shop welder/generator	California Tool Welding	Fleet	10,860.35
112	Batteries Fiona tug-FBO	Parts Authority	Fleet	554.86
113	Fleet shop tools	Parts Authority	Fleet	951.46
114	Fleet shop welder/generator	California Tool Welding	Fleet	232.88
115	Grounds small equipment parts	LA Verne Power Equipment	Fleet	149.41
116	Security 303 cat-convertor	Ken Grody Ford	Fleet	1,096.89
117	ARFF R9 engine air filters	Colton Truck Terminal	Fleet	865.79
118	Shaggy tug seat replacement-FBO	Ernie's Auto Interiors	Fleet	603.20
119	Welding consumables and material for fleet	California Tool Welding	Fleet	840.75
120	Used tire disposal	Pete's Road Service	Fleet	212.50
121	VW CC smog-FBO	Affordable Auto Service	Fleet	60.00
122	Grounds small equipment parts	LA Verne Power Equipment	Fleet	59.23
123	Fleet O ring seal compressor	O Rings and Things	Fleet	6.14
124	Fuel truck parts. 10K trucks-FBO	Colton Truck Terminal	Fleet	783.16
125	OPS 8 tires	Pete's Road Service	Fleet	811.75
126	Welding gun tips	California Tool Welding	Fleet	54.48
127	Fleet shop plasma cutter tool	California Tool Welding	Fleet	1,828.27
128	GPU Zeus manufacture repairs-FBO	Cummins EVS	Fleet	491.14
129	Fleet shop welding supplies	Grainger	Fleet	101.25
130	Fleet shop tools	Parts Authority	Fleet	731.33
131	ARFF R9 engine seat repairs	Ernie's Auto Interiors	Fleet	312.00
132	Security 310 driver side front window parts	Ken Grody Ford	Fleet	294.42
133	FBO Shaggy tug brake booster	Parts Authority	Fleet	703.69
134	Pump house 763 engine air filters	Parts Authority	Fleet	837.10
135	AAAE Annual Conference Registration	AAAE	Maint.	885.00
136	Stencil for new UPS walkway	Hitt Marketing Devices-National Stencil & Sign	Maint.	151.58
137	For new UPS walkway	San Bernardino Paint	Maint.	385.75
138	Nozzles for paint sprayer	San Bernardino paint	Maint.	53.12
139	Blue paint for "Drains to Ocean" stencils	Viking Materials	Maint.	326.13
140	Restriping lines at #680	Viking Materials	Maint.	128.50
141	Supplies-restock paint	Home Depot	Maint.	33.25
142	Bee hive-olive trees-AOA	Bee Wranglers	Maint.	350.00
143	Shop tools-Rotary Hammer	Home Depot	Maint.	792.79
144	Seminar registration-K. Kelly	Pesticide Applicators Assoc.	Maint.	165.00
145	Travel Washington D.C. Advocacy trip 03/2025 M. Burrows-transportation	Uber	Admin.	25.00
146	Travel Washington D.C. Advocacy trip 03/2025 M. Burrows-transportation	Uber	Admin.	39.82
147	Jump Start Air Service Development conference 06/2025 M. Burrows-registration	Airports Council	Admin.	1,300.00
148	Travel Washington D.C. Advocacy trip 03/2025 M. Burrows-transportation	Hertz	Admin.	54.83
149	Travel CA Airports Council conference 04/2025 M. Burrows-transportation	ONT Airport	Admin.	72.00
150	Travel CA Airports Council conference 04/2025 M. Burrows-meals	Barrio Café	Admin.	61.16
151	Travel CA Airports Council conference 04/2025 M. Burrows-lodging	Westin Hotels	Admin.	68.46
152	Travel AAAE Conference 03/2025 San Antonio, TX J. Galvan-lodging	Sonesta Suites	Admin.	989.40

**Visa Breakdown
May 2025
SBIAA**

Line	Description	Vendor	Dept.	Amount
153	Travel NBAA Event 03/2025 W. McConaughey New Orleans-lodging	Marriott	Admin.	1,872.16
154	Travel NBAA Event 03/2025 M. Saldana New Orleans-lodging	Marriott	Admin.	2,005.26
155	Travel NBAA Event 03/2025 M. Marlin New Orleans-lodging	Marriott	Admin.	1,872.16
156	Travel ISC West Event 04/2025 Las Vegas deposit for M. Dennis-lodging	Venetian Hotel	Admin.	710.31
157	Travel ISC West Event 04/2025 Las Vegas balance due for M. Dennis-lodging	Venetian Hotel	Admin.	1,076.56
158	Travel ISC West Event 04/2025 Las Vegas balance due for M. Dattilo-lodging	Venetian Hotel	Admin.	1,786.87
159	Travel ISC West Event 04/2025 Las Vegas balance due for T. Bowie-lodging	Venetian Hotel	Admin.	1,786.87
160	Test Transaction credit after check-out - Wendy McConaughey	Marriott	Admin.	(0.01)
161	Test Transaction credit after check-out - Michael Saldana	Marriott	Admin.	(0.01)
162	Test Transaction credit after check-out - Marlin Martinez	Marriott	Admin.	(0.01)
163	Travel ISC West Event 04/2025 Las Vegas balance due for M. Dattilo-lodging-credit for check out early	Venetian Hotel	Admin.	(142.85)
164	Travel ISC West Event 04/2025 Las Vegas balance due for M. Dattilo-parking fees	Venetian Las Vegas	Admin.	160.00
165	Travel NBAA Event 03/2025 M. Marlin New Orleans-transportation	Uber	FBO	17.55
166	Travel NBAA Event 03/2025 M. Marlin New Orleans-transportation	Uber	FBO	18.67
167	Travel NBAA Event 03/2025 M. Marlin New Orleans-transportation	Uber	FBO	60.51
168	Travel Mead & Hunt Conf. 03/2025 M. Gibbs-transportation	Ontario Airport	Admin.	72.00
169	Travel NBAA S&D 03/2025 New Orleans W. McConaughey-transportation	Uber	FBO	19.58
170	Travel NBAA S&D 03/2025 New Orleans W. McConaughey-transportation	Uber	FBO	21.00
171	Travel NBAA S&D 03/2025 New Orleans W. McConaughey-transportation	Uber	FBO	23.11
172	Travel NBAA S&D 03/2025 New Orleans W. McConaughey-transportation	Uber	FBO	35.53
173	Travel NBAA S&D 03/2025 New Orleans W. McConaughey-transportation	Uber	FBO	11.98
174	Travel NBAA S&D 03/2025 New Orleans W. McConaughey-transportation	Uber	FBO	28.97
175	Travel NBAA S&D 03/2025 New Orleans W. McConaughey-transportation	Uber	FBO	27.24
				61,225.76
	VISA Statement Balance			
	Date Prepared: 06/10/2025			



TO: San Bernardino International Airport Authority Commission

DATE: June 25, 2025

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR APRIL 30, 2025 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

SUMMARY

SBIAA's monthly Treasurer's Report that reconciles cash.

RECOMMENDED ACTION(S)

Receive and file Treasurer's Report for April 30, 2025 for the San Bernardino International Airport Authority (SBIAA).

FISCAL IMPACT

None.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	N/A
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

Attached is the Treasurer's Report for April 30, 2025, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$8,319,096.69 on April 30, 2025. Bank statements reflect \$8,721,896.30. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items April 30, 2025.

If you have any questions about this report, please contact me at (909) 382-4100 x141.

Attachments:

1. Treasurer's Report for April 30, 2025

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Treasurer Report

April 30, 2025

<u>Cash</u>	Balance 03/31/25	Activities	Balance 04/30/25
<i>Checking Account - Wells Fargo Bank</i>	\$ 5,025,739.77	\$ (580,188.38)	\$ 4,445,551.39
Deposits In Transit:			
Beginning	57,499.81	(57,499.81)	-
Ending		97,442.22	97,442.22
Outstanding Checks:			
Beginning	(331,245.75)	331,245.75	-
Ending		(500,241.83)	(500,241.83)
<i>Premium Money Market Account - Wells Fargo Bank</i>	2,246,680.53	1,256.02	2,247,936.55
Deposits In Transit:			
Beginning			
Ending			
<i>Payroll Account - Wells Fargo Bank</i>	287,393.36	(283,384.23)	4,009.13
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	(4,301.38)	4,301.38	-
Ending		-	-
Subtotal	7,281,766.34	(987,068.88)	6,294,697.46
<u>Investments</u>			
<i>Local Agency Investment Funds</i>	349,008.68	3,846.04	352,854.72
Deposits In Transit:			
Subtotal	349,008.68	3,846.04	352,854.72
<u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	891,701.90	77,793.37	969,495.27
Reserve Fund- US Bank 2021A series	525,870.24	1,767.11	527,637.35
Debt Service Fund-US Bank-2021B series	107,315.65	360.62	107,676.27
Reserve Fund -US Bank-2021B series	66,512.12	223.50	66,735.62
Subtotal	1,591,399.91	80,144.60	1,671,544.51
Total Cash and Investments	\$ 9,222,174.93	(903,078.24)	\$ 8,319,096.69

I certify that this report accurately reflects all cash and investments for the above period and all the investment is in compliance with San Bernardino International Airport Authority's Investment policy. San Bernardino International Airport Authority shall be able to meet it's expenditure requirement for next six month, anticipating operational fund receipts from IVDA.


 Mark Cousineau, Treasurer



TO: San Bernardino International Airport Authority Commission

DATE: June 25, 2025

ITEM NO: 5

PRESENTER: Scott Huber, General Counsel

SUBJECT: APPROVE MINOR REVISION TO THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY COMMISSION POLICY

SUMMARY

On May 28, 2025, the San Bernardino International Airport Authority (SBIAA) Commission approved an updated SBIAA Commission Policy. This proposed revision amends a sentence regarding electronic device use during closed session to align with the approved Inland Valley Development Agency (IVDA) Board Policy.

RECOMMENDED ACTION(S)

Approve the revision of the SBIAA Commission Policy.

FISCAL IMPACT

None at this time.

PREPARED BY:	Jillian Ubaldo
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

On May 28, 2025, the San Bernardino International Airport Authority (SBIAA) Commission approved an updated SBIAA Commission Policy. Following this approval, staff identified that one sentence within the new policy differed slightly from the corresponding Inland Valley Development Agency (IVDA) Board Policy. This update aims to align the SBIAA policy with the approved IVDA policy's wording.

The specific change is in the **Use of Electronic Communication Devices** section, Item C:

"Commission Members may not use electronic devices during closed session. **No electronic devices may be on and out or available for use in the location where closed session is held.** The President shall ensure that all members comply with this policy."

Staff recommends that the Commission approve the above recommended action.

Attachments:

1. None.



TO: San Bernardino International Airport Authority Commission

DATE: June 25, 2025

ITEM NO: 6

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$79,141 FOR DESIGN SERVICES FOR PROCUREMENT OF AN AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) VEHICLE

SUMMARY

The proposed agreement with AECOM Technical Services, Inc. (AECOM) would provide specialized design services necessary for the procurement of an ARFF vehicle through the FAA's Airport Improvement Program (AIP). AECOM would provide: project management and coordination, develop technical specifications in accordance with FAA criteria, preparation of procurement documents, bidding support and bid evaluation, technical oversights, and factory acceptance testing in accordance with FAA procurement policies and requirements.

RECOMMENDED ACTION(S)

Approve the award of a Professional Services Agreement with AECOM Technical Services, Inc. for design services for procurement of an ARFF vehicle in an amount not to exceed \$79,141; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

FISCAL IMPACT

None. Funding for this professional services agreement will be included in the proposed San Bernardino International Airport Authority (SBIAA) Fiscal Year 2025-26 Budget, in the amount of \$79,141. Up to 95% of the agreement cost is eligible for reimbursement by the FAA through the Airport Improvement Program (AIP), with the remaining 5% funded by SBIAA.

PREPARED BY:	Mark Gibbs
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

On February 28, 2024, the SBIAA Commission approved Staff to solicit statements of qualifications (SOQs) from qualified firms to provide professional services for Airport Improvement Program (AIP) development projects over a five-year period. The bid notice for this solicitation was advertised in newspapers of general circulation that included: San Bernardino County Sun, Riverside Press Enterprise, the El Chicano, and the Black Voice on multiple dates for each newspaper. The bid notice was posted to the agency website and sent to six (6) specialized airport engineering design firms familiar with FAA requirements and known to provide the requested services. On July 18, 2024, two (2) proposals were received by the Assistant Secretary of the Commission from this solicitation.

In accordance with FAA procurement requirements for AIP funded projects, the SOQ's received were reviewed and competitively rated by a selection committee that included SBIAA's: Director of Aviation, Director of Development, Airport Manager, Project Manager, and Project Coordinator. Following the selection committee's determination of AECOM as the highest rated firm, a scope of services was requested and negotiated.

As required by the FAA for professional service procurements, an Independent Fee Estimate (IFE) was performed by a separate third-party neutral firm familiar with this type of work to analyze the project scope and fee amount. The resulting IFE was used to negotiate AECOM's fee for services and resulted in an amount consistent with the IFE's determination of an appropriate fee and scope of services to complete this development project. Up to ninety-five percent (95%) of this professional services agreement cost is reimbursable by the FAA through the AIP, the remaining five percent (5%) would be funded by SBIAA.

As the highest rated firm from the SOQ solicitation, AECOM was selected to provide specialized design services for this ARFF vehicle procurement in accordance with FAA professional services procurement procedures. Future airport development projects that were included in the RFQ solicitation will each undergo the IFE process to ensure fair and reasonable project scopes and fee for services. SBIAA's standard form professional services agreement will be used for this project.

Staff recommends the Commission approve the above actions.

Attachments:

1. Form of Professional Services Agreement

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

Aircraft Rescue and Fire Fighting (ARFF) Vehicle Procurement

This AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement” or “Contract”) is made and entered into as of _____, 2025 by and between the **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY** (“SBIAA”), a joint powers authority created pursuant to Government Code Sections 6500, et seq., and **AECOM Technical Services, Inc.** (the “Consultant”). SBIAA and the Consultant are jointly the “Parties,” and each entity is separately a “Party,” to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree, as follows:

1. **SUPERVISION OF CONSULTANT.** The SBIAA staff personnel identified in Exhibit “B,” shall be responsible for the supervision of any work to be performed by the Consultant or by any other consultants, subcontractors, or sub consultants retained by the Consultant to perform work for the SBIAA under this Agreement. The work to be performed by the Consultant is set forth in the Scope of Services attached to this Agreement as Exhibit “A” and incorporated herein by this reference. SBIAA reserves the right to approve or disapprove the Consultant’s selection of any or all: employees; agents; contractors, subcontractors; and sub consultants to be used by the Consultant in the fulfillment of Scope of Services, during the term of this Agreement. The Consultant shall not undertake any work under the terms of this Agreement, unless authorized to do so by one of the SBIAA staff personnel identified in Exhibit “B.” SBIAA staff personnel that are not identified in Exhibit “B” are not authorized to request services from the Consultant.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and will terminate on **December 31, 2027** or upon the completion of the work described in the Scope of Services, whichever occurs first, unless earlier terminated, as provided in this Agreement.

3. **SCOPE OF CONSULTANT SERVICES.** The SBIAA retains the Consultant to provide the professional services, or work, set forth in the Scope of Services. The Consultant agrees to perform the work set forth in the Scope of Services attached to this agreement as Exhibit “A” and incorporated into this Agreement by this reference. Consultant also agrees to adhere to the schedule depicted in Exhibit “A” and incorporated into this Agreement by reference. Additionally, the Consultant shall ensure that its primary contact person, or designee for its performance of such work, shall be available to the SBIAA staff via electronic communication

(such as email, pager, cell phone, or telephone) on a 24-hour per day basis during the Term of this Agreement.

4. PAYMENT BY SBIAA FOR WORK PERFORMED BY CONSULTANT.

A. The SBIAA shall compensate the Consultant for the performance of the work as described in the "Scope of Services and Fees", Exhibit "A", in an amount not-to-exceed **\$79,141** as detailed in Exhibit A.

B. The compensation designated in Section 4.A shall be the "Total Fee" for the performance of the work and the delivery of the final work product materials, as set forth in the "Scope of Services". The Total Fee shall include, but not be limited to, the salaries of all subcontractors retained by the Consultant to perform work pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to completion of these tasks as set forth in the "Scope of Services".

C. The Consultant shall invoice the SBIAA for work performed by the Consultant, as set forth in the "Scope of Services", Exhibit "A", each calendar month on a percentage completed basis during the term of the project. SBIAA shall pay all undisputed portions of Consultant's invoices within thirty (30) days of receipt.

D. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants or subcontractors utilized by the Consultant, during the time period covered by the invoice, a detailed description of the professional services rendered by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Consultant shall be accompanied by copies of all third-party invoices for other direct costs incurred by the Consultant during such time period and payment releases from subcontractors retained by Consultant for all such work performed by subcontractors thirty (30) days preceding the date of the invoice.

E. Other services which the SBIAA may in its discretion request the Consultant to perform in writing which are not covered within the Scope of Services shall be paid for by the SBIAA at the applicable hourly rate schedule and cost and expense schedules for such work as set forth in Exhibit "A".

F. The Consultant shall submit invoices for processing and payment by the SBIAA under this Agreement to:

San Bernardino International Airport Authority
Attention: Director of Development
1601 East Third Street, Suite 100
San Bernardino, California 92408

5. NOTICE TO PROCEED. Upon execution of this Agreement, at the sole discretion of the SBIAA, the SBIAA will issue a written Notice to Proceed to the Consultant as a formal means to engage the Consultant to perform the specific work required accomplish the "Scope of Services" described in Section 3. Consultant shall not commence the performance of any work described above until provided a written Notice to Proceed from the SBIAA authorizing said work.

6. RECORDS RETENTION. All records, maps, photographs, field notes, data, information, specifications, computations, certified payroll records, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the "Scope of Services", supporting documents, and all other records pertaining to the use of funds paid to the Consultant under this Agreement shall be retained by the Consultant at the San Bernardino International Airport during the performance of the "Scope of Services". Upon the completion of the "Scope of Services", the Consultant shall surrender all said documents to the SBIAA.

7. INDEMNIFICATION AND DEFENSE.

A. Consultant shall defend, indemnify and hold harmless the SBIAA, its members, officers, employees, representatives, attorneys and agents from and against any and all actions, suits, appeals, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney fees, to the extent arising from the willful or negligent acts or omissions of the Consultant, its officers, employees, subcontractors, subconsultants and agents, in the performance of work under the Scope of Services. This indemnification obligation of Consultant shall not apply to the extent that any such action, suit, proceeding, claim, demand, loss, cost, or expense is determined by a court of competent jurisdiction to be caused by the willful conduct or negligence of the SBIAA, its officers or employees.

B. Consultant shall also defend the SBIAA, its members, officers, employees, representatives, attorneys, and agents from and against any and all actions, suits, appeals, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney fees, arising from the performance of the Consultant under this Agreement, including but not limited to acts or omissions normally covered by comprehensive, general or automobile liability insurance.

C. The indemnification provided by the Consultant may not be construed or interpreted as in any way restricting, limiting, or modifying Consultant's insurance obligations or

other obligations under this Agreement and is independent of the such insurance obligations and other obligations. Compliance by the Consultant with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit, or modify its indemnification obligations under this Agreement.

D. SBIAA shall be entitled to recover its reasonable attorney fees and court costs incurred in enforcing these indemnification clauses.

E. These indemnification clauses shall survive the expiration or earlier termination of this Agreement until all claims against SBIAA involving any of the indemnified matters are fully, finally, and absolutely barred by applicable statutes of limitations.

F. The insurance required or carried by Consultant under the provisions of Section 8 of this Agreement shall not be deemed to limit the Consultant's duty of indemnity and defense which arises under this Section 7.

8. INSURANCE. The Consultant shall maintain insurance coverage as set forth in this Section 8 throughout the term of this Agreement. The Consultant shall maintain insurance policies issued by an insurance company or companies authorized or approved to do business in the State of California and that maintain during the term of the policy a "General Policyholder's Rating" of at least A(v), as set forth in the then most current edition of "Best's Insurance Guide," as follows:

A. The Consultant, and each of its subcontractors, shall maintain comprehensive automobile liability insurance of not less than \$5,000,000 combined single limit per occurrence for each vehicle leased or owned by the Consultant or its subcontractors and used in performing work under this Agreement.

B. The Consultant, and each of its subcontractors, shall maintain Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits, covering all persons providing services and all risks to such persons under this Contract.

C. The Consultant shall maintain an insurance policy covering liability for errors and omissions of the Consultant in performing the Scope of Services in an amount of not less than \$5,000,000 per claim and in the aggregate.

D. Consultant shall maintain liability insurance written on an "occurrence" policy form, covering personal and bodily injury, death, and property damage, arising out of or relating to services provided by Consultant under this Agreement, with single limit coverage of

at least \$5,000,000 per occurrence with an aggregate limit of at least \$5,000,000. Such policy of liability insurance shall name the SBIAA its officers, officials, employees, and agents as additional insureds and such liability insurance policy shall not contain any intra-insured exclusions as between insured persons or organizations. The liability coverage shall include all coverage typically provided by a Broad Form Comprehensive General Liability Endorsement and shall further include contractual liability coverage.

E. Concurrent with the execution of this Agreement and prior to the commencement of any work by the Consultant, the Consultant shall deliver to the SBIAA certificates evidencing the existence of the insurance coverage required by this Agreement, which coverage shall remain in full force and effect continuously throughout the term of this Agreement. Each policy of insurance, except workers compensation insurance and errors and omissions insurance, that Consultant purchases in satisfaction of the insurance requirements of this Agreement, shall name the SBIAA as an additional insured. Additionally, each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may not be cancelled, terminated, or modified in scope of coverage as it applies to the services to be provided by Consultant under this Agreement, except upon thirty (30) days prior written notice to the SBIAA.

F. Consultant shall be the first or primary named insured under each insurance policy.

G. Consultant's liability insurance policy (ies) shall be endorsed as needed to provide cross-liability coverage for Consultant and SBIAA and to provide severability of interests.

H. Consultant's liability policy(ies) shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insured is primary and that all insurance carried by SBIAA is strictly excess and secondary and shall not contribute with Consultant's liability insurance.

I. The coverage afforded to SBIAA as an additional insured under Consultant's liability insurance policy(ies) must be at least as broad as that afforded to the Consultant and may not contain any terms, conditions, exclusions, or limitations applicable to SBIAA that do not apply to the Consultant.

J. Consultant's liability insurance coverage may be provided by a combination of primary, excess, and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.

K. The insurance requirements set forth above are independent of Consultant's exculpation, indemnification, and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify those exculpation, indemnification, or other obligations or to limit the Consultant's liability under this Agreement.

L. Except for Professional Liability Insurance for Errors and Omissions Coverage, the consultant agrees to cause the insurance companies issuing their respective insurance to waive any subrogation rights that those companies may have against SBIAA (their additional insured). If the waivers of subrogation are not contained in the insurance policies, Consultant waives any right it may have against SBIAA on account of any loss or damage to the extent that the loss or damage is insured under their respective insurance policies.

9. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall not be subject to copyright in the United States or any other country, and will be available for examination by the public, and shall be the property of SBIAA, as of the time of their preparation and upon payment by the SBIAA, and shall be delivered to SBIAA upon written request to the Consultant.

10. PRESS RELEASES. Press or news releases, including photographs or public announcements, or confirmation of the same related to the work to be performed by the Consultant under this Agreement shall only be made by the Consultant with the prior written consent of the SBIAA.

11. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, notes, observations, information, and data acquired or generated in performance of the work set forth in the Scope of Services, all of which SBIAA deems to be confidential. None of such confidential materials or information may be made available to any person or entity, public or private, without prior written consent of SBIAA.

12. DEFAULT AND REMEDIES.

A. 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.

B. The terminating party must provide the breaching party seven (7) 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.

C. The SBIAA may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by SBIAA approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

- H. The Consultant may terminate this Agreement in whole or in part, if SBIAA:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

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

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

K. In no event shall either Party be liable to the other for any indirect, special, or consequential damage regardless of whether such claim of liability arises in contract or in tort.

13. TERMINATION OF AGREEMENT FOR CONVENIENCE.

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

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

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

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

14. NOTICES. All notices shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by mail shall be deemed effective on the third business day following the

deposit of the notice with the United States Postal Service. This Section 14 shall not prevent the Parties from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice to such Party.

CONSULTANT: AECOM Technical Services, Inc.
Attn: Matt Ulukaya
999 W Town and Country Road
Orange, CA 92868

SBIAA: San Bernardino International Airport Authority
Attention: Chief Executive Officer
1601 East Third Street, Suite 100
San Bernardino, CA 92408

15. COMPLIANCE WITH THE LAW. Notwithstanding any contrary provision in any exhibit to this Agreement, Consultant shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the work to be performed by the Consultant under this Agreement. Consultant shall maintain all necessary licenses and registrations for the lawful performance of the work required of the Consultant under this Agreement.

16. CONSULTANTS AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Consultant shall at all times during the performance of any work described in the Scope of Services, or when providing other services to SBIAA, be deemed to be an independent contractor. Neither the Consultant nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of the SBIAA or any member agency of the SBIAA. The SBIAA shall not be requested or ordered to assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by Consultant or its subcontractors to perform any item of work or services.

17. SEVERABILITY. Each section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or its application to certain circumstances shall be declared invalid or unenforceable, the remainder of

this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiation, discussions and agreements between the Parties concerning the subject matters covered in it. The Parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered in it, and that it is a complete and exclusive statement of such terms.

19. AMENDMENT OR MODIFICATION. This Agreement may only be modified or amended by a document that is duly approved and executed by each of the Parties. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by both Parties, following all necessary approvals and authorizations for such execution.

20. GOVERNING LAW AND CHOICE OF VENUE. This Agreement shall be governed by the laws of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of California in and for the County of San Bernardino or in the United States District Court, Central District of California.

21. NON-WAIVER. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

22. ASSIGNMENT. This Agreement may not be assigned by the Consultant without the prior written consent of the SBIAA.

23. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT. The persons executing this Agreement warrants that they are duly authorized to execute this Agreement on behalf of and bind the Party each purport to represent.

24. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will constitute a duplicate original.

25. EFFECTIVENESS OF AGREEMENT AS TO THE SBIAA. This Agreement shall not be binding on the SBIAA, until approved by the governing board of the SBIAA and signed by an authorized representative of the Consultant, approved as to form by SBIAA counsel, and executed by the authorized representatives of SBIAA.

26. CONFLICTS OF INTEREST.

A. Consultant represents that it has no interests adverse to the SBIAA or its individual member entities, at the time of execution of this Agreement. Consultant agrees that, during the term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the SBIAA or its individual member entities.

B. Additionally, Consultant represents and warrants to SBIAA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor that may be retained to perform services pursuant to this Agreement, do not have and, during the term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to SBIAA as set forth in this Agreement.

27. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the SBIAA and the Consultant for the services set forth in Exhibit "A" or any similar or related services. The SBIAA may, during the term of this Agreement, contract with other consultants for the performance of the same, similar, or related services as those that may be performed by the Consultant under this Agreement. This Agreement only sets forth the terms upon which any such services will be provided to the SBIAA by the Consultant, as set forth in this Agreement.

28. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS. The Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

(a) This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

29. ACCESS TO RECORDS AND REPORTS. The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the SBIAA, 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 the Consultant which

are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

30. COPELAND "ANTI-KICKBACK" ACT. Consultant must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each subcontractor must submit to the SBIAA, a weekly statement on the wages paid to each employee performing on covered work during the prior week. SBIAA must report any violations of the Act to the Federal Aviation Administration.

31. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS. The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

(a) The applicant represents that it is () 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.

(b) The applicant represents that is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

(c) If Consultant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the SBIAA has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Consultant therefore must provide information about its tax liability or conviction to the SBIAA, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions:

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is 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.

32. ENERGY CONSERVATION REQUIREMENTS. The Consultant and all subcontractors agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

33. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE). 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.

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

34. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. 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.

35. TEXTING WHEN DRIVING. 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 FAA 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 sub-grant.

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

36. FAA CONTRACT PROVISIONS AND GRANT ASSURANCES.

(a) Additional provisions required by the FAA for professional services agreements are attached hereto as Exhibit “C” and incorporated herein by reference. Such provisions include Equal Employment Opportunity requirements, Civil Rights Act of 1964, Title VI and Compliance with Nondiscrimination Requirements, together with additional FAA provisions. Consultant is advised to review the attached FAA contract provisions to determine application of such provisions to the services provided by Consultant hereunder.

(b) The FAA grant assurance covenants as are hereby made applicable to the Consultant for all work and services performed by the Consultant as set forth in the “Scope of Services”.

37. CONFLICT OF INTEREST – SBIAA REPRESENTATIVES. Consultant acknowledges that the SBIAA uses ethical business practices in the selection of its Consultants and in its other contracting practices. Consultant certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provided any gift or sponsorship having a value of more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA. Further, Consultant certifies that neither it nor its employees or agents shall at any time in the future, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provide any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation

of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA.

The Consultant acknowledges the obligations as set forth in this Section 43 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

38. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission (“FPPC”) regarding campaign contributions to appointed members of the governing body of the SBIAA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the SBIAA, (ii) any election committee of any member of the governing body of the SBIAA, (iii) any “friends of” election committee of any member of the governing body of the SBIAA, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the SBIAA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the SBIAA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the SBIAA and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the SBIAA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 44 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

39. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS. The provisions of this Section 45 shall apply to the Consultant, its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement. The Consultant acknowledges and represents and warrants that the Consultant is aware of the requirements of the Fair Political Practices Commission ("FPPC") of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third-party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

1. By the execution and acceptance of this Agreement with the SBIAA, the Consultant hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by SBIAA legal counsel or the Clerk of the Board, the Consultant shall submit, and/or cause its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement to submit, to the Clerk of the Board any reporting form or filing published and/or required by the FPPC which SBIAA legal counsel or the Clerk of the Board should deem appropriate and so request of the Consultant, properly and fully completed in accordance with the instructions of the FPPC, which instructions shall be provided to Consultant by the Clerk of the Board, identifying the appropriate and necessary economic disclosures of the Consultant, its employees and/or agents who perform services by, through or on behalf of the Consultant to the SBIAA pursuant to this Agreement.

2. Further, the Consultant recognizes that it is neither the duty nor the responsibility of the SBIAA, its staff and/or legal counsel to review or seek additional information from the Consultant as to any information submitted to the SBIAA in the required FPPC reporting forms. The Consultant further understands that the Consultant, its principals, shareholders, and certain employees and/or agents could be subjected to fines and civil penalties imposed by the FPPC in the event any documentation submitted by the Consultant is deemed to be inadequate either by the FPPC or any other State or local prosecutorial office. Under some circumstances, such inadequacies for failure to comply with the FPPC requirements may also involve criminal sanctions.

3. The Consultant shall further defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents, for any and all violations by the Consultant regarding FPPC reporting compliance requirements that result in any liability or

financial loss to the SBIAA, its officers, employees, representatives, and agents, by reason of the failure of the Consultant to comply with the provisions of this Section 45, including staff costs, attorney fees and any and all other costs as may be incurred by the SBIAA, its officers, employees, representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Consultant.

The Consultant acknowledges the obligations as set forth in this Section 45 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

40. CLEAN AIR AND WATER POLLUTION CONTROL. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Consultant agrees to report any violation to SBIAA immediately upon discovery. SBIAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A. Consultant must include this requirement in all subcontracts that exceeds \$150,000.

41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Consultant and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

[SPACE INTENTIONALLY LEFT BLANK]

SAN BERNARDINO INTERNATIONAL AIRPORT
AUTHORITY,
a joint powers authority

Date: _____

By: _____
Michael Burrows
Chief Executive Officer

ATTEST:

By: _____
Assistant Secretary of the Commission

Approved as to form and legal content:

Mirau, Edwards, Cannon, Lewin & Tooke, LLP
A Limited Liability Partnership

By: _____
Michael Lewin

AECOM Technical Services, Inc.

Date: _____

By: _____
Name:

EXHIBIT B

SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer
Director of Aviation
Director of Development
Airport Manager

DRAFT

EXHIBIT C

FAA CONTRACT PROVISIONS

I. EQUAL OPPORTUNITY CLAUSE.

A. During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Consultant's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B. Standard Federal Equal Employment Opportunity Construction Contract Specifications:

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whether the Consultant, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that

Plan for those trades which have unions participating in the Plan. Consultants must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Consultant's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Consultant has a collective bargaining agreement, to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Consultant during the training period, and the Consultant must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its

actions. The Consultant shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefor, along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or woman sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in

assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other contractors and subcontractors with whom the Consultant does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage

these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Consultant may be in violation of the Executive Order if a particular group is employed

in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally, the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon

the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

II. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS. During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

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

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. 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:

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

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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).

C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. Compliance with Regulations. The Consultant 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 Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

4. Information and Reports. The Consultant shall 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 SBIAA or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the SBIAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the non-discrimination provisions of this Contract, the SBIAA shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or

b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the SBIAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Consultant may request the SBIAA to enter into such litigation to protect the interests of the SBIAA and, in addition, the Consultant may

request the United States to enter into such litigation to protect the interests of the United States.

III. DISADVANTAGED BUSINESS ENTERPRISES.

A. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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 the Contractor from future bidding as non-responsible.

B. The prime Consultant 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 Consultant receives from the SBIAA. The prime Consultant 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 SBIAA. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) - The prime Consultant must not terminate a DBE subcontractor listed in response **to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears]** (or an approved substitute DBE firm) without prior written consent of SBIAA. This includes, but is not limited to, instances in which the prime Consultant 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.

D. The prime Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent of SBIAA. Unless SBIAA consent is provided, the prime Consultant

shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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

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

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

H. 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.

IV. CERTIFICATION REGARDING LOBBYING. Consultant/Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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 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.

B. 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.

C. 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.

D. This certification is a material representation of the 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 1352, title 31, U.S. Code. 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.



V. TRADE RESTRICTION CERTIFICATION. By submission of an offer, the Offeror/Consultant certifies that with respect to this solicitation and any resultant contract, the Offeror:

A. 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);

B. 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

C. 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.

D. 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 Section 1001.

E. The Offeror/Consultant must provide immediate written notice to SBIAA if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

F. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror/ Consultant or subcontractor:

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.
4. 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.
5. The Offeror/ Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant 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 the Offeror/ Consultant has knowledge that the certification is erroneous.
6. This certification is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the SBIAA cancellation of the contract or subcontract for default at no cost to the SBIAA or the FAA.

VI. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

A. Certification of Offeror/ Bidder Regarding Debarment. By submitting a bid/proposal under this solicitation, the bidder or 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. Certification Lower Tier Contracts Regarding Debarment. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify 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 bidder will accomplish this by:

1. Checking the System for Award Management at website:
<http://www.sam.gov>;
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.
4. If the FAA 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 remedy, including suspension and debarment of the non-compliant participant.

VII. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS. The Consultant certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Consultant 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.

VIII. PROCUREMENT OF RECOVERED MATERIALS. The following provision apply if this Agreement includes procurement of product that exceeds \$10,000.

A. Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The agreement requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.


B. The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

C. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

IX. SEISMIC SAFETY. The following provision only applies if the contract work involves construction of new buildings or addition to existing buildings.

A. In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 25, 2025</p> <p>ITEM NO: 7</p> <p>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</p>
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SUBJECT: APPROVE MEETING MINUTES: MAY 28, 2025

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, May 28, 2025.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held May 28, 2025.

FISCAL IMPACT

None.

PREPARED BY:	Yajaira Maldonado
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

None.

Attachments:

1. May 28, 2025 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
REGULAR MEETING COMMISSION ACTIONS
WEDNESDAY, MAY 28, 2025
5:00 P.M.

MAIN AUDITORIUM – Norton Regional Event Center 1601 East Third Street, San Bernardino, CA



A regional joint powers authority dedicated to the reuse of Norton Air Force Base
for the economic benefit of the East Valley

Commission Members

City of Colton

Mayor Frank J. Navarro, President	Present
Councilmember John Echevarria (alt)	Present (In Audience)

City of Loma Linda

Councilmember Rhodes Rigsby, Secretary	Present
Mayor Phillip Dupper (alt)	Absent

County of San Bernardino

Supervisor Joe Baca, Jr.	Present
Supervisor Dawn Rowe (alt)	Absent

City of San Bernardino

Councilmember Kim Knaus	Present
Councilmember Theodore Sanchez	Present
Mayor Pro Tem Fred Shorett (alt)	Present (In Audience)

City of Highland

Mayor Penny Lilburn, Vice President	Present
Mayor Pro Tem Larry McCallon (alt)	Present (In Audience)

Staff Members and Others Present

Michael Burrows, Chief Executive Officer	Jonathan Galvan, Airport Manager
Mark Gibbs, Director of Aviation	Wendy McConaughy, FBO Manager
Jeff Barrow, Director of Development	Mark Dennis, IT Manager
Mark Cousineau, Director of Finance	Jillian Ubaldo, Assistant Secretary of the Commission
Catherine Pritchett, Director of Administration	Scott Huber, Legal Counsel, Cole Huber LLP

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:02 p.m. on Wednesday, May 28, 2025.

A. CALL TO ORDER / ROLL CALL

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Councilmember Theodore Sanchez in the Pledge of Allegiance.

B. CLOSED SESSION PUBLIC COMMENT

There were no closed session public comment.

C. CLOSED SESSION

President Frank Navarro recessed to closed session at 5:04 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, read the closed session items as posted on the Agenda.

- a. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130
- b. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Lee v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2417207
- c. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: In re Thunder International Group, Inc., U.S. Bankruptcy Court for the District of New Jersey, Case No. 25-15229 (JKS)
- d. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6.

The SBIAA Commission will meet with its duly designated representative to discuss salaries, salary schedules and compensation, and fringe benefits payable to the following non-represented positions specified by title.

Negotiating for SBIAA: President Frank Navarro
Position Title: Chief Executive Officer

D. REPORT ON CLOSED SESSION

President Frank Navarro reconvened the meeting at 5:30 p.m. President Frank Navarro asked Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, if there were any reportable items. Mr. Huber reported that there were none.

E. **ITEMS TO BE ADDED OR DELETED**

There were no items to be added or deleted.

F. **CONFLICT OF INTEREST DISCLOSURE**

1. President Frank Navarro stated Commission members should note the item(s) listed which might require member abstentions.

There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

Mr. Michael Burrows, Chief Executive Officer, presented the following informational items:

2. Informational Items
 - a. Chief Executive Officer's Report
 - b. Report on International Trade Initiatives
- 2a. Ms. Catherine Pritchett, Director of Administration, introduced Ms. Ruth Sonnenfelt as the new Payroll and Benefits Specialist.

Mr. Mark Gibbs, Director of Aviation, introduced the Mission Support therapy dogs, which will visit passengers throughout the airport.
- 2b. Mr. Michael Burrows, Chief Executive Officer, expressed appreciation to the Commissioners for their support during World Trade Month and for attending the 31st World Trade Conference, held in Highland. The Department of Commerce team was pleased with the conference turnout and provided positive feedback.

H. **COMMISSION CONSENT ITEMS**

Let the record reflect that all votes were done by roll call with each Commissioners' name and vote stated by voice.

3. Register of Demands for April 2025
4. Receive and file Treasurer's Report for March 31, 2025, for the San Bernardino International Airport Authority (SBIAA)
5. Approve Updates to the San Bernardino International Airport Authority Commission Policy
6. Approve Meeting Minutes: April 23, 2025

ACTION: Approve Agenda Item Nos. 3–6

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Rigsby / Lilburn
AYES: Navarro, Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS: None
ABSTENTIONS: None
ABSENT: None

I. COMMISSION ACTION ITEMS

Let the record reflect that all votes were done by roll call with each Commissioners' name and vote stated by voice.

7. Consider and Adopt Proposed Budget Adjustments for Fiscal Year 2024-2025

Mr. Mark Cousineau, Director of Finance, reported adjustments to expenses and capital outlays, along with excess revenues totaling \$45,280. The majority of these adjustments are net-zero. The \$45,280 increase in capital outlays will be allocated to the Airfield Slurry and Striping Project, which reflects a final cost adjustment of \$1,905,610. This includes an increase of \$1,816,330 in the Federal Aviation Grant award, with the remaining difference representing the San Bernardino International Airport Authority (SBIAA) local match.

ACTION: Consider and adopt budget adjustments reflected in the Proposed Budget Adjustments Table for Fiscal year 2024-2025.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Sanchez / Rigsby
AYES: Navarro, Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS: None
ABSTENTIONS: None
ABSENT: None

8. Approve an increase of \$70,000 for Titan Aviation Fuels Purchase Order for a total amount not to exceed \$440,000

Ms. Wendy McConaughy, FBO Manager, reported that the approved budget included a \$370,000 line item for Avgas fuel costs, based on projected aviation activity. However, a recent increase in aviation activity has created the need to revise the original budget amount.

ACTION: Approve an increase to Titan Aviation Fuels Avgas purchase order in an amount not to exceed \$440,000; and authorize the Chief Executive Officer to execute all related documents.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Baca / Sanchez
AYES: Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS: None
ABSTENTIONS: None
ABSENT: Navarro

9. Award a construction contract to Leonida Builders in an amount not to exceed \$91,000 for the Badging Office Remodel Project

Mr. Jeff Barrow, Director of Development, shared that staff received five bids from qualified contractors ranging from \$91,000 - \$211,000.

Councilmember Theodore Sanchez inquired whether the planned upgrade to the badging office would improve the turnaround time of the badging process, and whether there were any additional measures that could be taken to assist staff in reducing wait times.

Mr. Michael Burrows, Chief Executive Officer, explained that the badging process differs depending on the type of badge required. He noted that certain badges involve more extensive background checks due to the level of access they provide, in accordance with TSA regulations.

Mr. Mark Gibbs, Director of Aviation, added that while background checks depend on the individual, the process is beyond the agency's control, as it is governed by TSA and FBI regulations. He noted, however, that all commercial airports operate under the same standards.

ACTION: Award a construction contract to Leonida Builders in an amount not to exceed \$91,000 for the Badging Office Remodel Project; and authorize the Chief Executive Officer to execute all related documents.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Sanchez / Lilburn
AYES: Navarro, Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS: None
ABSTENTIONS: None
ABSENT: None

10. Award a construction contract to Estate Design and Construction, Inc. in an amount not to exceed \$111,870 for the Luxivair SBD Kitchen and Snack Bar Upgrade Project

Mr. Jeff Barrow, Director of Development, reported that PlanetBids was used to solicit public proposals, resulting in seven submissions ranging from \$111,870 to \$433,000. Each proposal was thoroughly reviewed, and Estate Design and Construction, Inc. was ultimately selected. He noted that although their bid was significantly lower than the others, the company provided the required insurance and bonding, and staff verified their previous work to ensure credibility.

ACTION: Award a construction contract to Estate Design and Construction, Inc. in an amount not to exceed \$111,870 for the Luxivair SBD Kitchen and Snack Bar Upgrade Project; and authorize the Chief Executive Officer to execute all related documents.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Lilburn / Rigsby
AYES: Navarro, Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS: None
ABSTENTIONS: None
ABSENT: None

11. Approve award of a construction contract with CR Contracting, LLC in an amount not to exceed \$2,427,059 for the Slurry Seal and Airfield Painting Project; subject to final grant award by the U.S. Department of Transportation, Federal Aviation Administration (FAA)

Mr. Mark Gibbs, Director of Aviation, stated that the project will include runway shoulders, several taxiways, and restriping of the airfield. He emphasized the importance of the project, noting that changes in aircraft fleet mix have made these improvements critical to safe landings. The upgraded asphalt will provide greater durability and longevity. The project is primarily funded by the FAA, with 95% of the costs covered under the Airport Improvement Program.

ACTION: Approve the award of a construction contract with CR Contracting, LLC in an amount not to exceed \$2,427,059 subject to final grant award from the FAA; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

RESULT:	ADOPTED [UNANIMOUSLY]
MOTION/SECOND:	Sanchez / Knaus
AYES:	Navarro, Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

12. Award Approve award of a Professional Services Agreement with AECOM Technical Services, Inc. in an amount not to exceed \$478,551 for the Slurry Seal and Airfield Painting Project; subject to final grant award by the U.S. Department of Transportation, Federal Aviation Administration (FAA)

Mr. Mark Gibbs, Director of Aviation, reported that this item is closely related to Item No. 11 and pertains to the construction management services required for the project. In 2024, an agreement was established with AECOM Technical Services, Inc. to provide services under the Capital Improvement Program. As part of the process, an independent fee estimate was conducted in accordance with FAA requirements to ensure that the proposed charges align appropriately with the scope of services.

ACTION: Approve the award of a Professional Services Agreement with AECOM Technical Services, Inc. for construction management services for the Slurry Seal and Airfield Painting Project in an amount not to exceed \$478,551 subject to final grant award from the FAA; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

RESULT:	ADOPTED [UNANIMOUSLY]
MOTION/SECOND:	Baca / Rigsby
AYES:	Navarro, Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

13. Approve a five-year (60 Month) contract with Utility Telecom Group, LLC in an amount not to exceed \$163,449 over the contract term

Mr. Mark Dennis, IT Manager, reported that the agency's five-year contract with Utility Telecom Group, LLC, is approaching its end. In accordance with the agency's purchasing policy, three quotes were obtained from various vendors, all of which included an increase in bandwidth from two gigabits to five gigabits.

Utility Telecom Group, LLC, submitted a proposal that not only increased the bandwidth but also reduced monthly costs by 39%.

ACTION: Approve a five-year (60 month) contract with Utility Telecom Group, LLC, in the amount of \$163,449 to provide 5Gbps of internet bandwidth and voice services to the agency; and authorize the Chief Executive Officer to execute all related documents.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Baca / Sanchez
AYES: Navarro, Lilburn, Rigsby, Baca, Sanchez, and Knaus
NAYS: None
ABSTENTIONS: None
ABSENT: None

14. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through June 30, 2025

ACTION Review the Action Plan for the San Bernardino International Airport Authority through June 30, 2025.

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "June 2025 – Airport Focal Areas" (as contained on pages 298-300 in the agenda packet). Mr. Burrows stated that the organization remains on track with its budgeting efforts and expressed his appreciation to staff for their hard work and dedication

This item was for discussion purposes only; no formal action was taken.

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no open session public comments.

L. **COMMISSION MEMBER COMMENT**

There were no commission member comments.

M. ADJOURNMENT

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:56 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, June 25, 2025.

Jillian Ubaldo
Assistant Secretary of the Commission



TO: San Bernardino International Airport Authority Commission

DATE: June 25, 2025

ITEM NO: 8

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: CONSIDER AND ADOPT THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) BUDGET AND RELATED AIRPORT FEE SCHEDULE, AND LUXIVAIR SBD PRICING POLICY FOR FISCAL YEAR 2025-2026

SUMMARY

This proposed budget for Fiscal Year 2025-2026 is being presented to the San Bernardino International Airport Authority (SBIAA) Commission for review and approval. An oral presentation describing the proposed Fiscal Year 2025-2026 Budget and the Fiscal Year 2024-2025 Budget to actual through May 31, 2025 will be presented at the time of the meeting.

RECOMMENDED ACTION(S)

Approve the San Bernardino International Airport Authority (SBIAA) Budget for Fiscal Year 2025-2026 consisting of: (a) Fiscal Year 2024-2025 Budget to Actual with Fiscal Year 2025-2026 Proposed Budget; (b) Fiscal Year 2025-2026 SBIAA Proposed Budget; (c) Airport Fee Schedule; and (d) Luxivair SBD Pricing Policy.

FISCAL IMPACT

In addition to the attached materials, an oral presentation will be presented at the time of the meeting.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

This proposed budget for Fiscal Year 2025-2026 is being presented to the San Bernardino International Airport Authority (SBIAA) Commission for approval. SBIAA is an enterprise activity that presents a single fund in accordance with generally accepted accounting principles for financial reporting purposes. The budget format contains the following funds: General Fund, Property Management Fund, Capital Project Fund, Debt Service Fund, and the FBO (Luxivair SBD) Enterprise Fund.

SBIAA continually focuses on generating new revenues from lease activities and airport operations. This proposed budget reflects recent progress in those areas. As with previous years, this budget also includes the continued involvement of and coordination with the Inland Valley Development Agency (IVDA) under its military base reuse obligations in support of on-going development, operations, and services.

For reference, the San Bernardino International Airport is a Federally regulated U.S. Department of Transportation, Federal Aviation Administration (FAA) certificated commercial public use airport serving and supporting the National Airspace System (NAS).

Staff recommends that the Commission approve the aforementioned action.

Attachments:

1. Budget Structure Charts
2. SBIAA Fiscal Year 2024-2025 Budget to Actual with Fiscal Year 2025-2026 Proposed Budget
3. SBIAA 2025-2026 Proposed Budget
4. Airport Fee Schedule
5. Luxivair SBD Pricing Policy



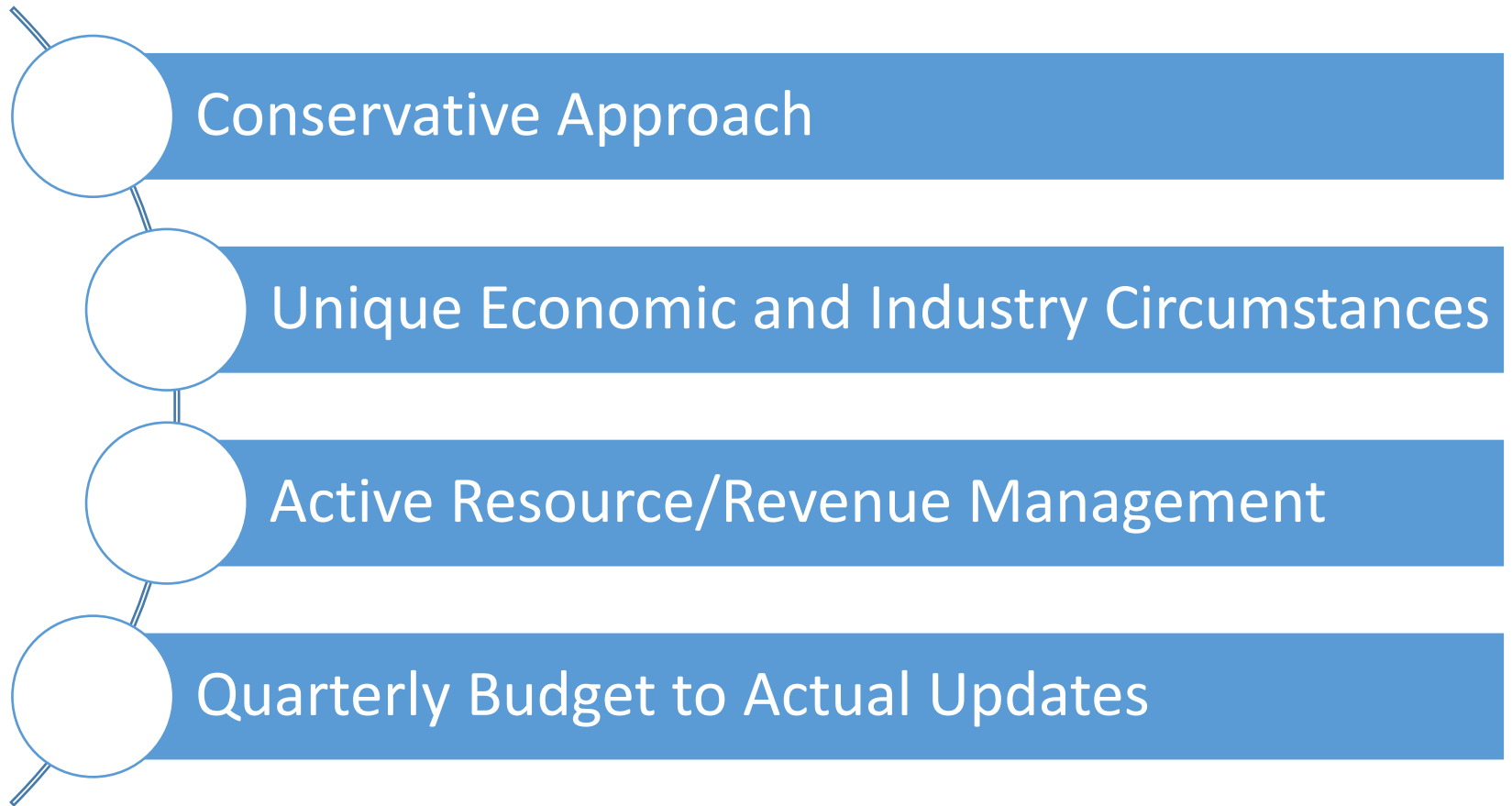
Proposed FY 2025/26 Annual Budget Overview

June 25, 2025

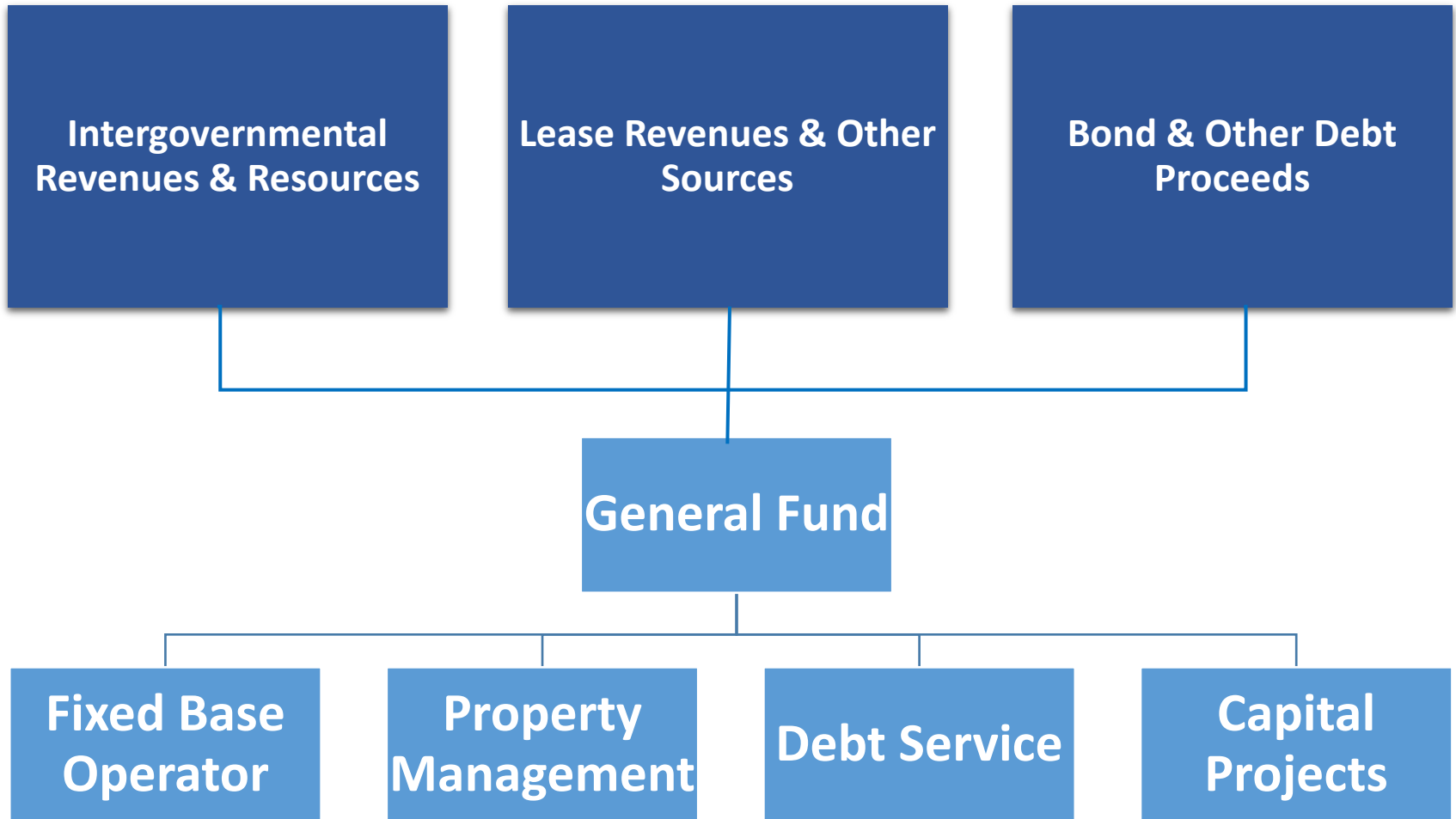
San Bernardino International Airport Authority

FY 2025/26 Annual Budget Structure

Overview



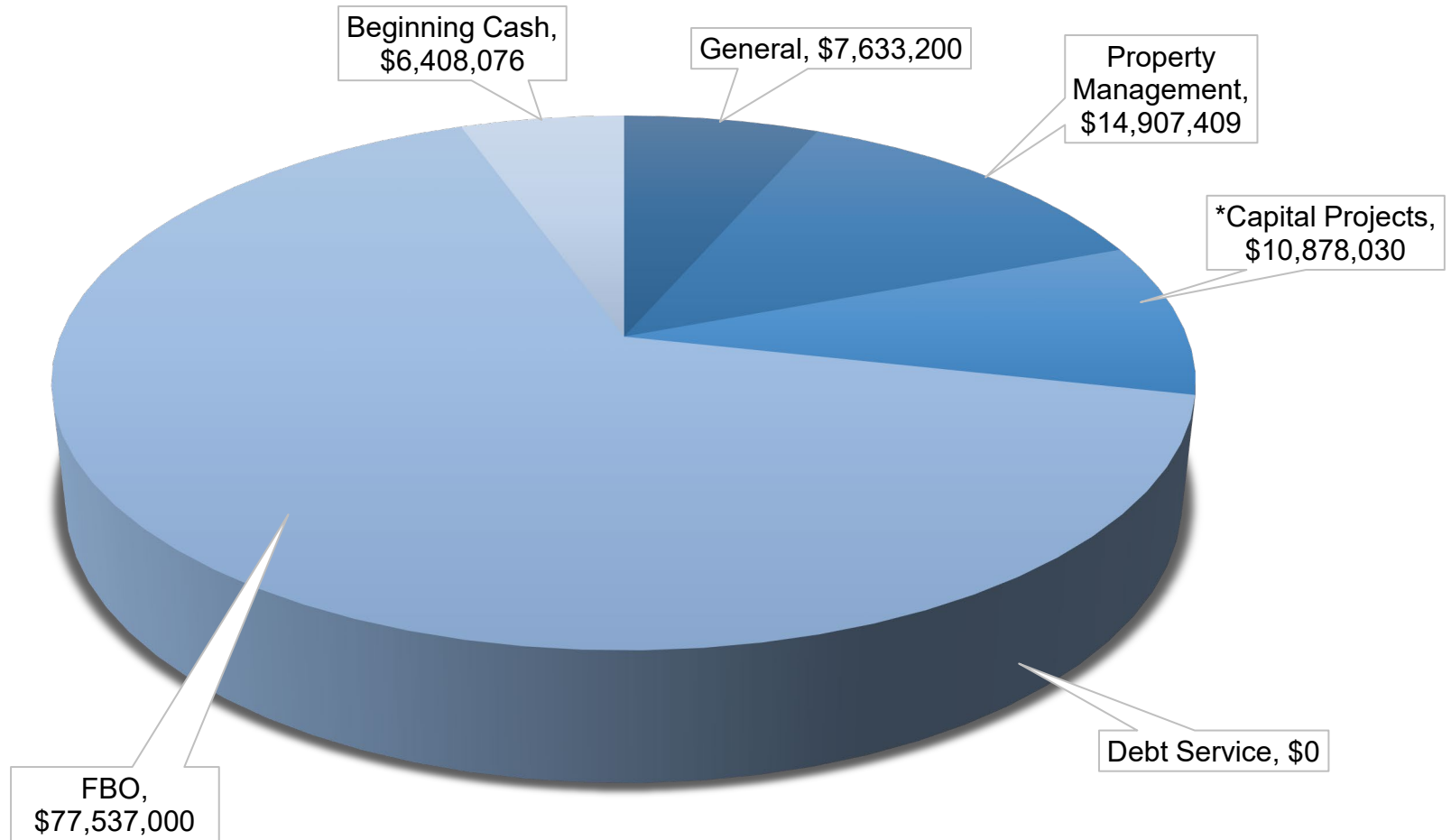
San Bernardino International Airport Authority
FY 2025/26 Annual Budget Structure
BUDGET STRUCTURE



San Bernardino International Airport Authority

FY 2025/26 Annual Budget Structure

Sources



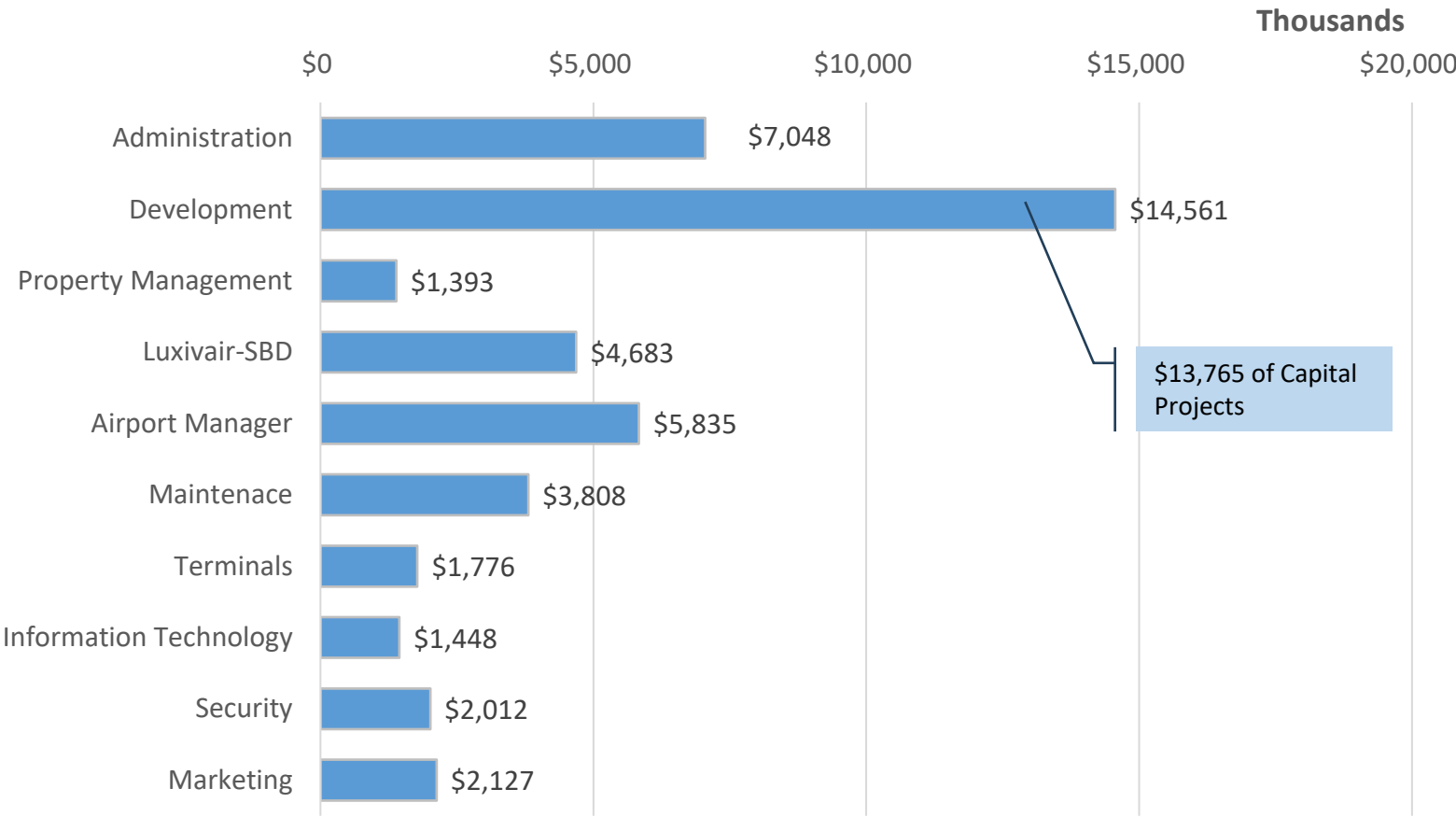
Total Sources - \$117,363,715

*includes grant funds

San Bernardino International Airport Authority

FY 2025/26 Annual Budget Structure

General Fund - Uses by Department



San Bernardino International Airport Authority

FY 2025/26 Annual Budget Structure

Conclusion



San Bernardino International Airport Authority
2025-26 Proposed Budget (New Sage System)
(in dollars)

Description	FY 2025-26 Proposed Budget
Revenues & Expenditures	
Revenues	
Operating Revenues	
Aeronautical Revenue	
Airport Operations (BC 42)	
Landing Fees	1,700,000
Airport Aircraft Parking	152,000
Fuel Flowage Fees	3,100,000
Total Non-Fuel Services	4,952,000
Fuel and Fuel Related Services (BC 42)	
Fuel Sales	77,020,000
Other FBO Services	517,000
Fuel Cost of Goods Sold	(70,620,000)
Gross Profit from Fuel and Fuel Related Services	6,917,000
Non-Aeronautical Revenues (BC 43 thru 45)	
Terminal Services and Other	361,200
Marketing Reimbursement	50,000
Filming Revenue	150,000
Special Events Revenue	150,000
Lease/License Revenue	14,515,359
Tenant Utility Usage Charges	392,050
Security Services	160,000
Permit fees	445,000
Assessment Fees	250,000
Total Non-Aeronautical Revenues	16,473,609
Non-Operating Revenues (BC 48 thru 49)	
Other Income	430,000
Interest Income	80,000
Federal	10,878,030
Contribution from Other Government	650,000
Total Non-Operating Revenues	12,038,030
Total Revenues	45,332,639
Expenditures	
Personnel Costs (BC 51)	13,763,454
Insurance (BC 52)	800,000
Professional Services (BC 52)	1,432,718
Utilities (BC 53)	1,808,077
Telecommunication (BC 54)	242,500
Repairs and Maintenance (BC 55)	1,542,600
Parts and Supplies (BC 56)	996,750
Other Expenses (BC 57)	6,801,110
Capital Expenditures (BC 63)	15,488,676
Total Expenditures	42,875,885

San Bernardino International Airport Authority
 2025-26 Proposed Budget (New Sage System)
 (in dollars)

Description	FY 2025-26 Proposed Budget
Other Sources and Uses	
Principal On Agency Bonds (BC 64)	814,675
Transfer to IVDA JPA (BC 71)	1,000,000
Total Other Sources and Uses	1,814,675
Total Revenues & Expenditures	642,079
Cash on Hand, Beginning (Adjusted)	6,408,076
Cash on Hand, Ending	7,050,155

San Bernardino International Airport Authority
Transitional Document For Informational Purposes
(2024-25 Budget to Actual Report with 2025-26 Proposed Budget)
(in dollars)

Description	FY 2024-25 Adjusted Budget	FY 2024-25 Actual As of 06/19/2025	FY 2025-26 Proposed Budget
Revenues & Expenditures			
Revenues			
Operating Revenues			
Aeronautical Revenue			
Non-Fuel Services			
42100 - Landing Fees	1,700,000	1,358,565	1,700,000
42201 - Airport Aircraft Parking	300,000	218,362	152,000
Total Non-Fuel Services	2,000,000	1,576,927	1,852,000
Fuel and Fuel Related Services			
42311 - Fuel Sales Jet A - All	98,700,000	58,172,558	71,200,000
42321 - Fuel Sales AvGas - All	530,000	428,726	520,000
42331 - Fuel Sales 3rd Party Into Plane - All	4,500,000	4,960,924	5,300,000
42340 - Other FBO Services	506,000	472,441	511,000
42341 - GSE fuel Services	-	745	1,000
42342 - Equipment Rental	10,000	-	5,000
42391 - COGS - Jet A	(97,600,000)	(57,544,349)	(70,300,000)
42392 - COGS - AvGas	(440,000)	(263,811)	(320,000)
Gross Profit from Fuel and Fuel Related Services	6,206,000	6,227,234	6,917,000
Other Aeronautical fees			
42701 - Fuel Flowage Fees	3,000,000	2,640,530	3,100,000
42900 - Other Non-Passenger Aeronautical Fees	-	232	-
Total Other Aeronautical fees	3,000,000	2,640,762	3,100,000
Non-Aeronautical Revenues			
43101 - Terminal Food and Beverage	13,000	4,043	18,200
43103 - Terminal Services and Other	90,000	3,650	50,000
43104 - Advertising Revenue	50,000	17,550	50,000
43105 - Marketing Reimbursement	60,000	50,000	50,000
43106 - Rental Car Revenue	50,000	15,389	20,000
43107 - Ground Transportation Revenue	16,000	6,843	8,000
43108 - Parking Revenue	250,000	139,257	150,000
43109 - NOV Revenue	3,000	-	5,000
43110 - Filming Revenue	80,000	142,800	150,000
43111 - Special Events Revenue	175,000	126,884	150,000
43112 - Badging Revenue	70,000	34,410	30,000
43201 - COGS - Terminal Food and Beverage	(10,000)	(2,100)	(15,000)
44101 - Lease/License Revenue	14,082,558	13,716,583	14,515,359
44102 - Electric Usage Charges	533,500	236,172	256,000
44103 - Network Services	100,000	85,925	95,000
44104 - Security Services	160,000	67,575	160,000
44105 - Permit fees	405,000	325,187	445,000
44106 - Tenant Utility Usage and Other Charges	-	-	41,050
45109 - Assessment Fees	250,000	-	250,000
Total Non-Aeronautical Revenues	16,378,058	14,970,168	16,428,609
Non-Operating Revenues			
48100 - Other Income	630,000	176,463	430,000
49101 - Interest Income	50,000	87,840	80,000
49202 - Federal	9,455,274	1,432,493	10,878,030
49205 - Contribution from Other Government	596,750	-	650,000
Total Non-Operating Revenues	10,732,024	1,696,796	12,038,030
Total Revenues	38,316,082	27,111,888	40,335,639

San Bernardino International Airport Authority
Transitional Document For Informational Purposes
(2024-25 Budget to Actual Report with 2025-26 Proposed Budget)
(in dollars)

Description	FY 2024-25		FY 2024-25	FY 2025-26
	Adjusted	Budget	Actual As of 06/19/2025	Proposed Budget
Expenditures				
Personnel Costs				
51100 - Temporary Employment Agencies		25,000	3,827	5,000
51101 - Salaries and Wages - Permanent Full-Time Employees		10,719,648	10,325,401	11,243,554
51301 - Allocation of Personnel Cost - IVDA to SBIAA		2,000,100	1,510,803	2,244,900
51302 - Allocation of Personnel Cost - SBIAA to IVDA		(125,000)	(187,272)	(200,000)
51901 - Compensation for Board Members/Commissioners		20,000	6,600	20,000
51221 - Workers' Compensation Insurance Premiums and Deductibles		603,000	561,971	450,000
Total Personnel Costs		13,242,748	12,221,330	13,763,454
Insurance				
52101 - Insurance Premiums and Deductibles		1,037,400	888,719	800,000
Total Insurance		1,037,400	888,719	800,000
Professional Services				
52106 - Educational/Training Services		-	19,686	50,518
52107 - Financial and Accounting Services		-	4,170	5,000
52108 - Auditing		54,000	46,526	60,000
52110 - Information Technology Services		75,000	62,777	181,500
52112 - Marketing, Advertising, and Promotions		-	938	-
52113 - Airport Navigation and Approaches		58,200	-	58,200
52114 - Environmental		145,000	46,240	100,000
52115 - Lobbyist		65,000	50,000	65,000
52116 - Air Service Development		105,000	65,669	90,000
52117 - Community Outreach		35,000	-	-
52118 - Engineering		260,000	80,804	50,000
52122 - Real Property Professional Services		-	16,410	35,000
52124 - Wildlife Management		50,000	31,824	50,000
52199 - Other Professional Services		270,000	266,700	265,000
52801 - Consultant Services - Approval by Office of the Chief Executive		-	200	-
52802 - Consultant Services - Other		-	12,300	12,500
52803 - Legal Services		240,000	162,776	240,000
52804 - Litigation Services		115,000	62,731	100,000
52805 - Architectural/Engineering Services		-	-	10,000
52808 - Marketing, Advertising, and Promotions (Ad-hoc) Services		-	228	-
52810 - Environmental		10,000	-	60,000
Total Professional Services		1,482,200	929,979	1,432,718
Utilities				
53101 - Electricity		1,515,500	1,190,078	1,426,286
53102 - Water		215,400	203,078	235,205
53104 - Natural and Liquefied Petroleum Gas		32,500	38,909	48,559
53105 - Waste Disposal		85,000	76,273	93,027
53109 - Other Utilities		43,250	1,039	5,000
Total Utilities		1,891,649	1,509,377	1,808,077
Telecommunication				
54002 - Telecommunications - Monthly Charge		240,600	221,263	233,000
54005 - Personal Property - Telecommunications Equipment - Expensed		-	-	5,500
54006 - Telecommunications - Parts and Supplies		-	126	1,000
54008 - Communication Services		10,000	13,035	3,000
54009 - Real Property - Infrastructure - Telecommunications - Expensed		-	1,614	-
Total Telecommunication		250,600	236,038	242,500

San Bernardino International Airport Authority
Transitional Document For Informational Purposes
(2024-25 Budget to Actual Report with 2025-26 Proposed Budget)
(in dollars)

Description	FY 2024-25		FY 2024-25	FY 2025-26
	Adjusted	Budget	Actual As of 06/19/2025	Proposed Budget
Repairs and Maintenance				
55000 - Maintenance and Repairs	-	-	-	130,000
55001 - Real Property - Infrastructure - Maintenance and Repair	287,000		222,864	52,000
55002 - Real Property - Buildings - Maintenance and Repair	884,500		621,256	446,500
55003 - Real Property - Facilities and Other Improvements - Repairs and Maintenance	-		20,003	3,000
55005 - Real Property - Land - Maintenance and Repair - Expensed	170,000		53,831	38,000
55006 - Personal Property - Maintenance and Repair - Motor Vehicles	380,000		90,916	211,100
55007 - Real Property - Infrastructure - Maintenance and Repair	80,000		-	15,000
55009 - Personal Property - Maintenance and Repair - Expensed	140,200		257,197	467,300
55010 - Personal Property - Maintenance and Repair - Computer Software	337,000		113,985	171,700
55012 - Personal Property - Maintenance and Repair - Computer Equipment	5,000		1,763	8,000
Total Repairs and Maintenance	2,283,700		1,381,815	1,542,600
Parts and Supplies				
56000 - Supplies, Materials, Consumables	-		-	18,000
56001 - Parts - Furnishings and Equipment	51,500		52,654	60,000
56002 - Fuels and Lubricants - Other	512,100		317,357	400,000
56003 - Chemicals and Gases	-		3,002	33,000
56004 - Supplies/Materials - Landscaping, Construction and Hardware	538,000		19,955	82,000
56008 - Plants	-		1,791	10,000
56601 - Subscriptions, Periodicals, and Information Services	40,000		4,865	12,500
56602 - Office Supplies	45,500		28,112	37,500
56603 - Hospitality	-		92,531	113,000
56604 - Medical Supplies	-		264	-
56606 - Fabrics and Linens	78,900		8,431	10,250
56607 - Décor	-		2,616	1,000
56608 - Postal and Courier Services	15,250		1,451	12,500
56609 - Safety	42,750		8,668	22,000
56610 - Employee Engagement and Retention	25,000		5,560	27,000
56999 - Consumables - Non Office Supplies	281,100		48,617	158,000
Total Parts and Supplies	1,630,100		595,874	996,750
Other Expenses				
57101 - Advertising Services	1,000		18,552	1,000
57102 - Awards	10,000		252	-
57103 - Cleaning Services	536,200		287,557	475,000
57108 - Fees for Receiving Electronic Payments	-		3,065	3,500
57110 - Freight/Delivery Service	-		2,607	3,000
57111 - Hazardous Waste Disposal Services	45,000		84,535	37,500
57113 - Membership Dues	85,000		55,307	75,650
57114 - Promotional Items	-		36,984	50,000
57116 - Registration Fees - Employee Attendance at Seminars and Conferences	61,500		26,766	45,300
57118 - Reproduction and Printing Services	1,500		4,671	7,750
57119 - Tuition - Employee Training	150,700		20,302	55,000
57121 - Board Meeting Expense	22,000		14,000	22,000
57130 - Fees and Other Charges	172,600		178,613	248,000
57131 - License and Permit Fees for Compliance	91,000		29,397	96,000
57132 - Special Events Expense	100,000		127,675	100,000
57133 - International Trade Expense	30,000		-	30,000
57191 - Miscellaneous Expense	42,200		4,517	17,000
57201 - Interest Expense	415,677		210,198	386,307
57203 - Other Financing Fees	-		737	-
57300 - Personal Property - Expenses and Expenditures - Parts Under \$5,000	-		-	15,000

San Bernardino International Airport Authority
Transitional Document For Informational Purposes
(2024-25 Budget to Actual Report with 2025-26 Proposed Budget)
(in dollars)

Description	FY 2024-25 Adjusted Budget	FY 2024-25 Actual As of 06/19/2025	FY 2025-26 Proposed Budget
Other Expenses, Continued			
57320 - Personal Property - Furnishings, Equipment and Other - Expensed	232,700	108,623	92,500
57322 - Personal Property - Furnishings, Equipment and Other - Expensed	-	18,491	125,000
57323 - Personal Property - Computer Equipment - Expensed	-	67,397	194,350
57324 - Personal Property - Books and Reference Materials - Expensed	-	42	-
57331 - Intangible Property - Computer Software - Expensed	-	342,848	363,153
57391 - Personal Property - Furnishings and Equipment - Controlled	-	-	45,500
57401 - Contracted Service Expenses & Expenditures	100,000	-	-
57402 - Airport Law Enforcement	515,900	359,791	575,000
57403 - U.S. Customs Contract	385,000	283,694	390,000
57404 - ARFF Services	1,155,000	1,058,750	1,300,000
57405 - ILS Services	50,000	36,240	90,000
57604 - Rental of Furnishings and Equipment	5,000	63,523	81,200
57606 - Rental of Motor Vehicles	-	19,924	-
57800 - Travel Expenses & Expenditures	108,500	68,922	89,500
57900 - Marketing and Advertising Services and supplies	1,595,500	1,351,737	1,786,900
Total Other Expenses	5,911,977	4,885,718	6,801,110
Capital Expenditures			
63100 - Roadway Construction Capital Outlay	369,492	-	785,000
63101 - Preliminary Engineering, Capitalized	-	439,261	2,167,437
63104 - Road Expense - Construction	-	145,635	-
63201 - Real Property - Infrastructure - Capitalized	7,266,827	1,360,897	6,307,320
63203 - Real Property - Infrastructure/Preservation Costs - Capitalized	65,000	-	-
63204 - Real Property - Infrastructure - NAVAIDS/ATCT/RADAR	610,000	-	250,000
63212 - Real Property - Land Improvements - Capitalized	3,749,118	25,000	3,110,000
63222 - Real Property - Building Improvements - Capitalized	1,402,000	17,258	1,200,000
63223 - Real Property - Facilities and Other Improvements - Capitalized	175,000	35,703	137,000
63310 - Personal Property - Capitalized	882,000	197,341	1,100,000
63321 - Personal Property - Computer Equipment - Capitalized	-	77,522	-
63331 - Personal Property - Passenger Cars - Capitalized	287,000	22,188	-
63332 - Personal Property - Other Motor Vehicles - Capitalized	80,000	106,588	273,300
63341 - Personal Property - Furnishings and Equipment - Capitalized	557,500	210,534	319,000
63420 - Capital Outlay - Right to Use Leases	450,000	391,670	470,000
63620 - Intangible - Computer Software - Purchased/ - Capitalized	154,619	-	154,619
Total Capital Expenditures	15,679,064	3,029,597	15,488,676
Total Expenditures	42,974,283	25,678,448	42,875,885
Other Sources and Uses			
71101 - Transfer to IVDA JPA	-	-	1,000,000
64101 - Principal On Agency Bonds	-	-	814,675
Total Other Sources and Uses:	-	-	1,814,675
Total Revenues & Expenditures	(4,658,200)	1,433,440	(4,354,921)
Cash on Hand, Beginning	6,910,599	6,910,599	7,920,477
Working Capital			(4,274,891)
Proceeds from Receivables			1,786,490
Proceeds from OES (Grants Receivable)	-	-	976,000
Cash on Hand (Adjusted)			6,408,076
Cash on Hand, Ending	2,252,399	8,344,039	2,053,155

San Bernardino International Airport Authority
2025-26 Proposed Budget

Capital Project Detail
(in dollars)

		FY 2025-26 Proposed Budget
Description	Project ID	
Revenues & Expenditures		
Revenues		
49202 - Federal	FAAs2501--Taxiway A Reconstruction	4,595,706
49202 - Federal	FAAs2502--Airfield Slurry Seal & Stripe	3,427,437
49202 - Federal	FAAs2601--Taxiway C Reconstruction	1,330,000
49202 - Federal	FAAs2301--AOA Vehicle Access Road	27,000
49202 - Federal	FAAs2503--Pavement Management Plan	277,704
49202 - Federal	FAAs2602--ARFF Vehicle	1,120,184
Total Revenues		10,778,030
Expenditures		
Capital Expenditures		
63100 - Roadway Construction Capital Outlay	25s090--Road Improvements	100,000
63100 - Roadway Construction Capital Outlay	25s090-2--Road Improvements - Victoria Signal	485,000
63100 - Roadway Construction Capital Outlay	25s091--Channel Repairs	200,000
63201 - Real Property - Infrastructure - Capitalized	FAAs2301--AOA Vehicle Access Road	30,000
63201 - Real Property - Infrastructure - Capitalized	FAAs2501--Taxiway A Reconstruction	3,800,000
63201 - Real Property - Infrastructure - Capitalized	FAAs2601--Taxiway C Reconstruction	1,000,000
63101 - Preliminary Engineering, Capitalized	FAAs2502--Airfield Slurry Seal & Stripe	848,649
63101 - Preliminary Engineering, Capitalized	FAAs2501--Taxiway A Reconstruction	839,647
63101 - Preliminary Engineering, Capitalized	FAAs2601--Taxiway C Reconstruction	400,000
63101 - Preliminary Engineering, Capitalized	FAAs2602--ARFF Vehicle	79,141
63201 - Real Property - Infrastructure - Capitalized	25s095--Airport Green Energy Element	100,000
63201 - Real Property - Infrastructure - Capitalized	FAAs2503--Pavement Management Plan	292,320
63201 - Real Property - Infrastructure - Capitalized	25s051--Signage	150,000
63201 - Real Property - Infrastructure - Capitalized	25s094--Airport Solar Design and Improvements	150,000
63204 - Real Property - Infrastructure - NAVIDS/ATCT/RADAR	25s050-Airfield Improvements	250,000
63212 - Real Property - Land Improvements - Capitalized	25s052--Gate Improvements	25,000
63212 - Real Property - Land Improvements - Capitalized	25s063--Landfill Pavement Repairs	100,000
63212 - Real Property - Land Improvements - Capitalized	25s060--Land Improvements	135,000
63212 - Real Property - Land Improvements - Capitalized	25s050-01--Airfield Canopy & Service PIT	350,000
63212 - Real Property - Land Improvements - Capitalized	FAAs2502--Airfield Slurry Seal & Stripe	2,500,000
63222 - Real Property - Building Improvements - Capitalized	25s071-1--Operations Office	70,000
63222 - Real Property - Building Improvements - Capitalized	25s079--Freight Building	5,000
63222 - Real Property - Building Improvements - Capitalized	25s075--Bldg. 730 Improvements	15,000
63222 - Real Property - Building Improvements - Capitalized	25s077--Hangar 763 Improvements	25,000
63222 - Real Property - Building Improvements - Capitalized	25s074--Bldg. 680 Improvements	75,000
63222 - Real Property - Building Improvements - Capitalized	25s080--FBO Building Improvements	120,000
63222 - Real Property - Building Improvements - Capitalized	25s080-1--FBO Building Improvements	150,000
63222 - Real Property - Building Improvements - Capitalized	25s078--General Aviation Hangars	165,000
63222 - Real Property - Building Improvements - Capitalized	25s073--Bldg. 56 Improvements	75,000
63222 - Real Property - Building Improvements - Capitalized	25s072--IAF Improvements	100,000
63222 - Real Property - Building Improvements - Capitalized	25s071--Terminal Improvements	200,000
63222 - Real Property - Building Improvements - Capitalized	25s076--Bldg. 759 Improvements	200,000
63223 - Real Property - Facilities and Other Improvements - Capitalized	26s101--Security and IT Improvements	137,000
63310 - Personal Property - Capitalized	FAAs2602--ARFF Vehicle	1,100,000
63332 - Personal Property - Other Motor Vehicles - Capitalized		25,000
63332 - Personal Property - Other Motor Vehicles - Capitalized		123,300
63332 - Personal Property - Other Motor Vehicles - Capitalized		50,000
63332 - Personal Property - Other Motor Vehicles - Capitalized		75,000
63341 - Personal Property - Furnishings and Equipment - Capitalized		84,000
63341 - Personal Property - Furnishings and Equipment - Capitalized		30,000
63341 - Personal Property - Furnishings and Equipment - Capitalized		60,000
63341 - Personal Property - Furnishings and Equipment - Capitalized		145,000
63420 - Capital Outlay - Right to Use Leases		470,000
63620 - Intangible - Computer Software - Purchased/ - Capitalized	25s093--FAA Safety Management System	154,619
Total Capital Expenditures		15,488,676



SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

FISCAL YEAR 2025-26

AIRPORT FEE SCHEDULE

Except when a valid agreement or lease provides otherwise, the following Fee Schedule shall apply to all airlines, both passenger and cargo carriers, and all other Airport users of SBIAA services as applicable. This Fee Schedule is subject to annual revisions.

1. Fees are due and payable on the first day of each month. Fees will be considered delinquent fifteen (15) days after due date. Ten percent (10%) of gross invoice administrative charge will be imposed to cover Airport costs incurred in processing delinquent fees.
2. A thirty-five dollar (\$35) administrative charge will be imposed to cover Airport costs incurred in processing Non-Sufficient Funds (NSF) checks.
3. No person or for-profit business entity shall sell merchandise, or conduct a business or service for hire or compensation on Airport property unless a Commercial Activity permit is first obtained from the Chief Executive Officer or designee. The Commercial Activity permit holder will perform permitted activities only in those areas designated on the permit.
4. Aircraft with Maximum Landing Weight (MLW) over 12,500 pounds will be assessed a landing fee of \$1.00 per 1,000 pounds MLW.
5. Commercial Activity Permits:

a. Annual Permit Fee	\$1,000 (or \$100 per month)
b. Opportunity Fee	In addition to Annual Permit Fee, a Monthly Opportunity Fee of 7% of all gross revenues arising from the permittee's commercial activities on the Airport
c. Common Infrastructure Assessment	0.75% of base rent/license fee amount
6. Airport Self-Fueler Permit: *

a. Yearly Permit	\$700/year
b. Six Month Permit	\$400

*FAA and City Fire Department regulatory requirements must be satisfied prior to issuance of Permit. Permit does not exempt fuel flowage fees. Self-Fueler Permit requirements and/or fees cannot be waived.



7. Airport Use:

a. Outdoor still photography	\$5,000/day
b. Outdoor filming	\$7,000/day
c. Outdoor set-up or strike	\$2,500 to 3,500/day
d. Still photography, or events in passenger terminals	\$10,000/day
e. Filming, in passenger terminals	\$12,500/day
f. Passenger terminals set-up or strike	\$5,000 to 6,250/day

8. Parking rates for aircraft less than 12,500 MLW:

	Daily (more than 2-hours)	Monthly
a. Single engine	\$7	\$55
b. Multi engine	\$10	\$90
c. Small jet engine aircraft	\$20	\$165

9. Daily parking rates (more than 2-hours) for **Non-Permitted** and **Permitted** aircraft greater than 12,500 MLW, based on aircraft length:

	Non-Permitted	Permitted
Group Ia Less than 50 feet	\$65	\$25
Group Ib: 51 to 90 feet	\$80	\$35
Group II: 91 to 125 feet	\$100	\$45
Group III: 126 to 158 feet	\$130	\$55
Group IV: 159 to 199 feet	\$170	\$65
Group V: 200 feet and larger	\$200	\$85

10. Commercial Cargo Flights:

Per air cargo operation on non-leasehold ramp: \$0.37 per 1,000 lbs MLW

Cargo ground support equipment (GSE) staging pre/post aircraft arrival/departure: \$150 per hour; no charge staging GSE 30-minutes pre/post aircraft arrival/departure.

11. Airship Tie Down:

\$200.00 (more than 4 hours, not to exceed 24 hours – airship operator to provide mast)

12. Bonded Warehouse Fees:

Fees per unit, per day

Pallet:	\$4
ULD:	\$10

Fees per unit, per month

Pallet:	\$30
ULD:	\$75



13. Fuel Fees:

A \$.12 per gallon Fuel Flowage Fee will be assessed on all Jet-A Fuel and AvGas Fuel received through the Fuel Farms by Airport Fueling Agents. Entities storing, or passing fuel through the Fuel Farms shall pay a Fuel Flowage Fee prior to receiving Jet-A Fuel or AvGas from the Fuel Farms.

14. U.S. Customs Service User Fees* per Arrival or Departure:

Fees Based on Aircraft Weight (MLW)

500 – 5,000 lbs	\$50
5,001 – 12,500 lbs	\$150
12,500 – 35,000 lbs	\$300
35,001 – 100,000 lbs	\$450
100,001 – 255,000 lbs	\$550
Over 255,000 lbs	\$700

Regular service hours are Monday – Friday, 0830 – 1630 PST.

An after hour fee of \$75 per hour will be applied in addition to the standard User Fee specified above.

15. Automobile Parking Rates - Terminal Parking Lots:

Short Term Parking Lot (adjacent to Terminal Building)

0-4 Hours	\$1 per hour
Daily Rate	\$5 per day

16. Airport Badge Fees:

New badge (Initial or change in access)	\$60
Replacement for damaged badge	\$25
Badge renewal, before expiration	\$15
Badge renewal for expired badge	\$45
Replacement for lost or stolen badge	\$45
Unreturned badge: 1 st time	\$250
Unreturned badge: 2 nd time	\$350
Unreturned badge: 3 rd time	\$500



17. AOA Vehicle Permit Fee:

All personal operating vehicles (POV) within the AOA require an AOA Vehicle Permit. The fee for an AOA Vehicle Permit shall be \$100 annually (or \$10 per month).

18. Transportation Network Company (TNC) Fees:*

Per Trip Fee	\$3.00
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*TNC's must enter into an agreement with SBIAA prior to conducting commercial activity on SBIAA property.



FBO Pricing Policy

Updated 7/01/2025

FUEL DISCOUNTS – Discounts will be granted for volume purchases according to the following schedule:

Fuel Purchase Volume Discounts (Single Purchase):

400 gallons	\$.20 discount per gallon
1,000 gallons	\$.30 discount per gallon
2,500 gallons	\$.40 discount per gallon
5,000 gallons	\$.60 discount per gallon
10,000 gallons	\$1.00 discount per gallon

Aircraft owners/operators may enter into bulk fuel purchase agreements with SBIAA for additional fuel price discounts.

PARKING – Airport parking fees shall be waived with minimum fuel purchases according to the following schedule:

Parking fees for aircraft NOT exceeding 12,500 lbs. certified gross landing weight (more than two (2) hours, not exceeding 24 hours) parked on the Luxivair SBD ramp:

	<u>Parking Fee</u>	<u>Fuel Purchase Required to Waive Parking Fees</u>
Single Engine	\$15.00	15 gallons
Multi-Engine/Piston Helicopter	\$20.00	25 gallons
Jet/Turbine Helicopter	\$30.00	40 gallons

Parking fees for aircraft exceeding 12,500 lbs. certified gross landing weight (more than two (2) hours, not exceeding 24 hours) parked on the Luxivair SBD ramp:

	<u>Aircraft Length</u>	<u>Parking Fee</u>	<u>Fuel Purchase Required to Waive Parking Fees</u>
Group IA	Less than 50 feet	\$75.00	100 gallons
Group IB	51 to 90 feet	\$90.00	300 gallons
Group II	91 to 125 feet	\$110.00	500 gallons



GROUND SUPPORT EQUIPMENT – The following fees shall apply for use of ground handling equipment:

<u>Equipment</u>	<u>Per Hour</u>	<u>Daily</u>
Main Deck Cargo Loader	\$275.00	\$1100.00
Lower Deck Cargo Loader	\$275.00	\$1100.00
Ground Power Unit	\$135.00	\$540.00
Air Conditioning Unit	\$135.00	\$540.00
Air Start	\$165.00	\$660.00
Large Tug	\$80.00	\$320.00
Large Forklift (26k or 45k lbs capacity)	\$80.00	\$320.00
Cargo Scissor Lift	\$65.00	\$260.00
Belt Loader	\$55.00	\$220.00
Small Tug	\$35.00	\$140.00
Small Forklift	\$35.00	\$140.00
Tow bar (aircraft over 12,500)		\$25.00
Cargo Dolly		\$10.00

GROUND SUPPORT SERVICES – The following fees shall apply to FBO ground support services:

GPU use for Aircraft Start-up (waived with fuel purchase of 50+ gallons)	\$35.00 per start
Air Start (waived with fuel purchase of 50+ gallons)	\$45.00 per start
Stair Truck Use (more than (4) hours, not exceeding 24 hours)	\$200.00 per day
Stair Truck Service*	\$100.00 per operation
*Includes Airport Staff to block aircraft and operate stair truck, overtime charges not included (one operation is defined as one use to load OR unload personnel from aircraft).	

	<u>Under 12,500 CGLW</u>	<u>Over 12,500 CGLW</u>	<u>100,000 – 250,000 CGLW</u>
Potable Water	N/A	\$75.00 per service	\$150.00 per service
Aircraft Positioning	\$15.00 per service	\$25.00 per service	\$100.00 per service
Aircraft Towing	\$30.00 one way	\$50.00 one way	\$200.00 one way
Lavatory Service	N/A	\$75.00 per service	\$150.00 per service



AVIATION FUEL – The following policy shall be used to establish aviation fuel prices:

- Retail Jet-A price will be based on wholesale purchase cost, tax, + \$1.75 markup with +/- 15% price discretion based on local market conditions.
- Retail AvGas 100LL price will be based on wholesale purchase cost, tax, + \$1.00 markup with +/- 15% price discretion based on local market conditions. Self-Serve AvGas will be discounted \$.70 per gallon below retail pricing. Price basis for pre-existing fuel contracts will be based on wholesale purchase cost, tax, + \$1.50 markup.

AVIATION FUEL PRODUCTS – The following policy shall be used to establish prices for aviation lubricants and additives:

- Aircraft engine oil quart prices will be based on wholesale cost, tax, + 80% markup with +/- 15% price discretion based on local market conditions.
- Fuel Anti-Icing inhibitor additive will be \$.05 per each Jet-A gallon dispensed.

FUELING SERVICES AFTER HOUR CALLOUT FEE – A fee shall be assessed for fueling staff called out during non-operating hours as follows:

- An after-hour callout fee of \$150.00 will be assessed during hours when fueling staff are not on routine scheduled working hours. The fee will include an attendant for a period not exceeding 4 hours.

FBO SERVICES – The following fees shall apply to the FBO services listed below:

	<u>Per Hour</u>	<u>Daily</u>
Conference Room (for aeronautical users only - first hour waived with 50+ gallon fuel purchase)	\$80.00	\$300.00
Conference Room Audio Visual Setup Fee	\$50.00	
Third Party Services	25% markup	
Linen Laundering (Third Party Services fee shall <i>also</i> apply for dry cleaning service)	\$40.00 per service	
Dish Washing	\$40.00 per service	
Monthly Parking of Approved Vehicles (waived with fuel purchase of 50+ gallons per month)	\$50.00	
Disposal of Regulated Garbage - International Aircraft (applicable to aircraft carrying less than 31 passengers)	\$200.00 per service + \$4.50 per pound of garbage	
Cargo Loading Services	\$75.00 /hour per person	



PERMITS - The following permits are required to conduct non-aviation commercial activity:

Off-Airport rental cars

\$2,500.00 annual permit

CHIEF EXECUTIVE OFFICER DISCRETION – the Chief Executive Officer of SBIAA shall have the discretion to modify fees, to the extent that is necessary to meet market conditions or to match verified contract fueling pricing for commercial or military operators with the understanding that any such modification of fees be disclosed to SBIAA Commissioners in a subsequent report. In no instance shall a fee be established that fails to yield a positive return.



TO: San Bernardino International Airport Authority Commission

DATE: June 25, 2025

ITEM NO: 9

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2025-2026

SUMMARY

The proposed Professional Services Agreements are billed on a time and charges basis with an established amount not to exceed the annual threshold.

RECOMMENDED ACTION(S)

Approve certain Professional Services Agreements for Fiscal Year 2025-2026; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

These proposed agreement amounts are included in the proposed San Bernardino International Airport Authority (SBIAA) Fiscal Year Budget for 2025-2026. These agreements are billed on a time and charges, amount not to exceed basis. Services are rendered only when requested.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

By separate motion for each agreement, approve the following agreements with various consultants for Fiscal Year 2025-2026 for the amounts specified, are presented. If approved, the Chief Executive Officer would execute the agreements. In all cases, services are performed and paid for on a time and charge basis for only those services requested and received.

<u>Consultant</u>	<u>Not-to-Exceed Amount</u>
A. Cole Huber, LLP	\$ 200,000.00
B. Mirau, Edwards, Lewin & Tooke, LLP	\$ 75,000.00
C. Climatec, LLC	\$ 50,000.00
D. Mead and Hunt, Inc.	\$ 90,000.00
E. David Turch and Associates	\$ 60,000.00
F. Boston Fox Tighe International – FBO Marketing	\$ 179,500.00
G. Boston Fox Tighe International – Airport Marketing	\$ 165,000.00
H. Tom Dodson & Associates	\$ 60,000.00
I. Three-2-One, Inc. DBA Imagine Systems	\$ 67,000.00
J. Aviatrix Communications, LLC. – Airline Marketing	\$ 616,000.00
K. CJMC Holdings, LLC	\$ 55,000.00
L. Eide Bailly, LLP	\$ 60,000.00
M. Coffman Associates	\$ 50,000.00
N. Allawos & Company	\$ 75,000.00
O. Hernandez, Kroone & Associates	\$ 100,000.00
P. Hughes Aerospace	\$ 58,200.00
Q. AECOM Technical Services, Inc.	\$ 50,000.00
R. Right Energy Group, LLC	\$ 82,000.00
S. Jackhammer Movement	\$ 125,000.00
T. DBT Transportation Services, LLC	\$ 90,000.00

With the proposed adoption of the Fiscal Year 2025-2026 Budget, staff is recommending that the San Bernardino International Airport Authority (SBIAA) Commission enter into annual agreements with the various consultants for the aforementioned period. These consulting contracts include the continuation of existing agreements with consultants that have been serving the Airport in prior years. Each possesses tacit knowledge, expertise, and/or render specific services that the SBIAA needs on certain projects. Historically, the SBIAA has found it to be more economical to hire a specialist when needed, rather than employ full-time staff members for each specialty.

As with the previous year, these agreements will expire at the end of the Fiscal Year 2025-2026 and any amendments to these agreements in excess of the approved amounts or the CEO's purchasing authority, as appropriate, will be brought back to the Commission for approval.

A summary of the services provided by each consultant is as follows:

<u>Consultant</u>	<u>Type of Service</u>
A. Cole Huber, LLP.	General Counsel for the general matters related to the Authority, litigation, and other matters.
B. Mirau, Edwards, Lewin, and Tooke, LLP	Special counsel related to employment real property transactions, litigation, and construction issues.
C. Climatec, LLC	Specialized security access control system consultant.
D. Mead and Hunt, Inc.	Specialized consultant providing air services development and technical data.
E. David Turch and Associates	Federal legislative advocacy services.
F. & G. Boston Fox Tighe International	Airport and FBO Marketing and Advertising Services.
H. Tom Dodson & Associates	Work on environmental issues/projects related to the SBIAA properties.
I. Three-2-One, Inc. DBA Imagine Systems, Inc.	Provide preventative maintenance and consulting services for IT and AV systems.
J. Aviatrix Communications, LLC	Air service advertising campaign and community relations outreach programs.
K. CJMC Holdings, LLC	Provide professional construction and project management services for certain capital projects.
L. Eide Bailly, LLP	Independent Auditing Services. Preparation of Annual Audit and Single Audit reports.
M. Coffman Associates	Airport planning and Environmental Assessment services.
N. Allawos & Company	Solar and Green Energy projects.

O. Hernandez, Kroone & Associates	On-Call General Professional Engineering Services.
P. Hughes Aerospace	Conduct FAR Part 97 public instrument flight procedure inspections and maintenance.
Q. AECOM Technical Services, Inc.	On-Call Specialized Airport Engineering Services.
R. Right Energy Group	Technical and advisory services for airport green energy programs.
S. Jackhammer Movement	Event marketing and creative services.
T. DBT Transportation Services, LLC	Specialized technical services for the Airport's Instrument Landing System (ILS) and Automated Weather Observation System (AWOS).

These amounts do not include grant-funded projects, which may require a separate consultant agreement, which would then be brought to the Commission for approval, and of which fees would be eligible as grant-funded expenditures and therefore reimbursable.

SBIAA's standard form professional services agreement will be used.

Staff recommends the Commission approve the recommended action as set forth above.

Attachments:

1. Standard Form of Agreement

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

CONSULTANT SERVICES AGREEMENT

[_____]

This AGREEMENT FOR CONSULTANT SERVICES (the “Agreement”) is made and entered into effective **July 1, 2025** by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the “SBIAA”), and _____ (the “Consultant”).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **SUPERVISION OF CONSULTANT.** The SBIAA staff designated in **Exhibit B** shall be responsible for the direction of any services to be performed by the Consultant and any Subcontractor to the Consultant under this Agreement. The Consultant shall not undertake any services under the terms of this Agreement unless instructed to do so by one of the staff members designated in Exhibit B. No other staff member is authorized by the SBIAA to request services from the Consultant.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate _____, **2026** (the “Term”). The SBIAA reserves the right through the actions of the Chief Executive Officer of the SBIAA to terminate this Agreement at any time either with or without cause and at the sole convenience of the SBIAA upon delivery of notice of termination to the Consultant in accordance with Section 12; provided, however, that upon the effective date of any such termination, the SBIAA shall be responsible to pay and/or reimburse the Consultant for all services, materials and supplies as may have been furnished to the SBIAA through such termination date in accordance with the Scope of Services as referenced in Section 3.

3. **CONSULTANT SCOPE OF SERVICES.** The SBIAA hereby retains the Consultant to provide the consulting services set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference. The Consultant hereby agrees to perform the services set forth in the Scope of Services in accordance with the terms of this Agreement. The Consultant shall perform the services as set forth in said Scope of Services within the time periods to be identified by the appropriate SBIAA representative.

4. PAYMENT BY SBIAA FOR WORK PERFORMED BY CONSULTANT.

A. The SBIAA shall compensate the Consultant in an aggregate amount not to exceed **Fifty-Five Thousand Dollars (\$55,000)** for the Term of this Agreement.

B. The compensation designated in subsection 4. A shall be the Total Fee for the performance of the services and the delivery of the final work product materials, if any, as set forth in the Scope of Services. The Total Fee shall include, but not be limited to, the salaries of all Subcontractors retained by the Consultant and all employees of the Consultant to perform services pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to providing the services set forth in Exhibit A.

C. The Consultant shall invoice the SBIAA for services performed by the Consultant under this Agreement each calendar month during the Term of this Agreement.

D. The Consultant shall submit invoices under this Agreement to:

San Bernardino International Airport Authority
Attention: Chief Executive Officer
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

E. Each invoice of the Consultant shall set forth the time and expenses of the Consultant incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants utilized by the Consultant, during the time period covered by the invoice, a description of the consultant services rendered on a daily basis by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Consultant shall be accompanied by copies of all third party invoices for other direct costs incurred and paid by the Consultant during such time period. SBIAA shall pay all amounts set forth on the invoices of the Consultant and approved by the authorized SBIAA staff personnel who requested the services, within thirty (30) days of such approval.

5. RECORDS RETENTION. Records, maps, field notes and supporting documents and all other records pertaining to the use of funds paid to the Consultant hereunder shall be retained by the Consultant and available to the SBIAA for examination and for purposes of performing an audit for a period of five (5) years from the date of expiration or termination of this Agreement or for a longer period, as required by law. Such records shall be available to the SBIAA and to appropriate county, state or federal agencies and officials for inspection during the regular business hours of the Consultant. If the Consultant does not maintain regular

business hours, then such records shall be available for inspection between the hours of 9 a.m. and 5 p.m. Monday through Friday, excluding federal and state government holidays. In the event of litigation or an audit relating to this Agreement or funds paid to the Consultant by the SBIAA under this Agreement, such records shall be retained by the Consultant until all such litigation or audit has been resolved.

6. INDEMNIFICATION. The Consultant shall defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorney fees, for injury or damage of any type claimed as a result of the acts or omissions of the Consultant, its officers, employees, subcontractors and agents, arising from or related to performance by the Consultant of the services required under this Agreement.

7. INSURANCE. The Consultant shall maintain insurance as set forth in this Section 7 throughout the Term of this Agreement. The Consultant shall remain liable to the SBIAA pursuant to Section 6 above to the extent the Consultant is not covered by applicable insurance for all losses and damages incurred by the SBIAA that are caused directly or indirectly through the actions or inactions, willful misconduct or negligence of the Consultant in the performance of the services by the Consultant pursuant to this Agreement. These insurance policies must be issued by an insurance company or companies authorized to do business in the State of California and maintain an AM Best rating of A (V) or better. Such insurance coverages shall be as follows:

(1) Worker's Compensation Insurance. The Consultant and each of its subcontractors shall maintain worker's compensation coverage in accordance with California workers' compensation laws for all workers under the Consultant's and/or subcontractor's employment performing work under this Agreement.

(2) Automobile Insurance. The Consultant and each of its subcontractors shall maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

(3) Commercial General Liability Insurance. The Consultant shall maintain general liability insurance with no exclusions or limitations relating to SBIAA Premises or Operations, written on an "Occurrence" policy form. "Claims Made" coverage will not be acceptable to the SBIAA unless such coverages have been fully disclosed by the Operator, and reviewed by the SBIAA prior to the execution of this Agreement. The SBIAA reserves the right to refuse any "Claims Made" policy form. All Commercial General Liability Insurance policies shall provide coverage for bodily injury and property damage, including death, arising out of or relating to the products and/or services provided by the Consultant under this agreement. Limits of insurance shall not be less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

(4) Additional Insured Endorsement. The “San Bernardino International Airport Authority” shall be named by endorsement as an “Additional Insured” under the Consultant’s Commercial General Liability Insurance Coverage. The Additional Insured Endorsement must be on ISO Form CG 20 10 07 04 or an available equivalent acceptable to the SBIAA, with such modifications as the SBIAA may require. The Consultant’s general liability coverage shall be primary.

(5) Prior to the commencement of any work by the Consultant, the Consultant shall deliver to the SBIAA all “Certificates of Insurance” evidencing the existence of the insurance coverage required herein. All coverages shall remain in full force and effect continuously throughout the Term of this Agreement. Each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may NOT be cancelled, terminated or modified in scope of coverage as it applies to the services to be provided by the Consultant under this agreement, except upon thirty (30) days prior written notice to the SBIAA.

(6) Certificate Holder. The Certificate Holder shall read as follows:

San Bernardino International Airport Authority
Attention: Chief Executive Officer
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall be the sole property of the SBIAA, as of the time of their preparation and payment therefore by the SBIAA, and shall be delivered to the SBIAA upon written request to the Consultant. The Consultant shall not make use of any maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and other materials whether for marketing purposes or for use with other clients when such have become the property of the SBIAA without the prior express written consent of the SBIAA except to the extent that such maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents are readily available to the general public as public records pursuant to State law.

Consultant shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for SBIAA to establish unequivocal ownership of the maps,

photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to SBIAA's rights, title and/or interest.

9. PRESS RELEASES/PUBLICITY. Press or news releases, including photographs or public announcements, or confirmation of the same related to the services to be provided by the Consultant under this Agreement shall only be made by the Consultant with the prior written consent of the Chief Executive Officer of the SBIAA. Consultant shall not advertise, market or use other promotional efforts that include any data, pictures, or other representations of the SBIAA without the prior written consent of the Chief Executive Officer of the SBIAA.

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the SBIAA designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of the SBIAA. Consultant shall safeguard and not disclose confidential information of the SBIAA including any of the following: (a) patient, trademark or copyright information; (b) personnel information; (c) matters of a technical nature; (d) matters of a business nature; and, (e) other information of a similar nature which is not generally disclosed by the SBIAA, referred to collectively hereafter as "Confidential Information." Consultant further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for the SBIAA. Upon termination or expiration of this Agreement, or otherwise as requested by the SBIAA, Consultant shall promptly deliver all Confidential Information to the SBIAA, if any, in whatever form, that may be in Consultant's possession or control.

11. DEFAULT AND REMEDIES.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

D. In the event that a default of any party to this Agreement may remain uncured for more than seven (7) calendar days following receipt of written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to terminate this Agreement upon written notice to the other party, which termination shall be effective immediately upon receipt of such notice, and whether or not this Agreement is terminated, seek any appropriate remedy or damages available under applicable law.

12. TERMINATION.

A. This Agreement may be terminated by either party for any reason by giving the other party fifteen (15) calendar days prior written notice. The SBIAA shall pay the Consultant for all work authorized by the SBIAA and completed, prior to the effective termination date.

B. In the event of a termination of this Agreement under this Section 12, the Consultant shall provide all documents, notes, maps, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the SBIAA, within ten (10) calendar days of such termination and without additional charge to the SBIAA.

13. NOTICE. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered mail using the United States Postal Service, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third (3rd) business day following the deposit of such Notice with the United States Postal Service. This Section 13 shall not prevent the parties hereto from giving notice by personal service, which shall be deemed effective upon actual receipt of such personal service. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.

CONSULTANT:

ATTN: _____

SBIAA: San Bernardino International Airport Authority
Attention: Chief Executive Officer
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

14. COMPLIANCE WITH LAW. The Consultant shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the services to be provided by the Consultant under this Agreement. The Consultant shall maintain all necessary licenses and registrations for the lawful performance of the services required of the Consultant under this Agreement.

15. NONDISCRIMINATION. The Consultant shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. Without limitation, the Consultant hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status of national origin. Further, the Consultant shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: recruitment and recruitment advertising, employment, upgrading and promotion. In addition, the Consultant shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with state and federal laws.

16. SUBCONTRACTORS AND/OR SUBCONSULTANTS. The Consultant recognizes and agrees that it has the affirmative duty to disclose the company name, company address, names and titles of principals, key management and supervisory personnel of all subcontractors and/or subconsultants, and other persons, entities, agents, representatives and intermediaries (collectively, "Subcontractors") who may be participating in any manner in the Scope of Services to be rendered by the Consultant pursuant to the terms of this Agreement. The definition of Subcontractors shall also include any and all others persons who may attempt to influence any decision intended to be made by the governing body of the SBIAA with regard to the funding, other discretionary actions or additional approvals associated with this Agreement and the Scope of Services whether or not such other parties are seeking compensation from the Consultant in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by the Consultant to the Assistant Secretary of the SBIAA Commission, immediately upon Consultant entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of the Consultant to so disclose to the Assistant Secretary of the Commission any and all Subcontractors, as defined above, throughout the Term of this Agreement. Failure on behalf of the Consultant and/or its agents, representatives and intermediaries to comply with this Section 16 shall result in the inability of SBIAA staff to authorize and/or submit to the SBIAA governing body any amendments, change orders, extensions of time, etc., relative to this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 16 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

17. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Consultant shall at all times during the performance the services described in Exhibit A be deemed to be an independent contractor. Neither the Consultant nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of the SBIAA or any member agency of the SBIAA. The SBIAA shall not be requested or ordered to assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by Consultant or its Subcontractors to perform the services described in Exhibit A. Consultant is entirely responsible for the immediate payment of all subcontractor liens.

18. CONFLICT OF INTEREST – SBIAA REPRESENTATIVES. Consultant acknowledges that the SBIAA uses ethical business practices in the selection of its Consultants and in its other contracting practices. Consultant certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provided any gift or sponsorship having a value of more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA. Further, Consultant certifies that neither it nor its employees or agents shall at any time in the future, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provide any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA.

The Consultant acknowledges the obligations as set forth in this Section 18 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission (“FPPC”) regarding campaign contributions to appointed

members of the governing body of the SBIAA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the SBIAA, (ii) any election committee of any member of the governing body of the SBIAA, (iii) any “friends of” election committee of any member of the governing body of the SBIAA, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the SBIAA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the SBIAA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the SBIAA and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the SBIAA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 19 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

20. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS. The provisions of this Section 20 shall apply to the Consultant, its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement. The Consultant acknowledges and represents and warrants that the Consultant is aware of the requirements of the Fair Political Practices Commission (“FPPC”) of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

By the execution and acceptance of this Agreement with the SBIAA, the Consultant hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by SBIAA legal counsel or the Assistant Secretary of the

Commission, the Consultant shall submit, and/or cause its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement to submit, to the Assistant Secretary of the Commission any reporting form or filing published and/or required by the FPPC which SBIAA legal counsel or the Assistant Secretary of the Commission should deem appropriate and so request of the Consultant, properly and fully completed in accordance with the instructions of the FPPC, which instructions shall be provided to Consultant by the Assistant Secretary of the Commission, identifying the appropriate and necessary economic disclosures of the Consultant, its employees and/or agents who perform services by, through or on behalf of the Consultant to the SBIAA pursuant to this Agreement.

Further, the Consultant recognizes that it is neither the duty nor the responsibility of the SBIAA, its staff and/or legal counsel to review or seek additional information from the Consultant as to any information submitted to the SBIAA in the required FPPC reporting forms. The Consultant further understands that the Consultant, its principals, shareholders, and certain employees and/or agents could be subjected to fines and civil penalties imposed by the FPPC in the event any documentation submitted by the Consultant is deemed to be inadequate either by the FPPC or any other State or local prosecutorial office. Under some circumstances, such inadequacies for failure to comply with the FPPC requirements may also involve criminal sanctions.

The Consultant shall further defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents, for any and all violations by the Consultant regarding FPPC reporting compliance requirements that result in any liability or financial loss to the SBIAA, its officers, employees, representatives, and agents, by reason of the failure of the Consultant to comply with the provisions of this Section 20, including staff costs, attorney fees and any and all other costs as may be incurred by the SBIAA, its officers, employees, representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Consultant.

The Consultant acknowledges the obligations as set forth in this Section 20 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

21. CONSULTANT INTERESTS ADVERSE TO THE SBIAA. Consultant hereby represents that it has no interests adverse to the SBIAA or its individual member entities, at the time of execution of this Agreement. Consultant hereby agrees that, during the Term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the SBIAA or its individual member entities. Additionally, Consultant hereby represents and warrants to SBIAA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have

and, during the Term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to the SBIAA as set forth in this Agreement.

22. TITLE VI – NONDISCRIMINATION PROVISIONS

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of

1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- 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;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- 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).

C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

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

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant 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 Consultant 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 Consultant 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 SBIAA 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 Consultant will so certify to the SBIAA 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 Consultant's noncompliance with the non-discrimination provisions of this contract, the SBIAA 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 Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant will take action with respect to any subcontract or procurement as the SBIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the SBIAA to enter into any litigation to protect the interests of the SBIAA. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

23. **SEVERABILITY.** Each and every section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to certain circumstances shall be declared invalid or unenforceable,

the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior negotiation, discussions and agreements between the parties concerning the subject matters covered herein. The parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered herein and a complete and exclusive statement of such terms.

25. AMENDMENT OR MODIFICATION. This Agreement may only be modified or amended by written instrument duly approved and executed by each of the parties hereto. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by authorized representatives of each of the parties hereto, following all necessary approvals and authorizations for such execution.

26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of the State of California in and for the County of San Bernardino.

27. NON-WAIVER. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

28. CAPTIONS. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

29. ASSIGNMENT. This Agreement may not be assigned by the Consultant without the prior written consent of the SBIAA.

30. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT. The person(s) executing this Agreement warrant that he/she/they is/are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

31. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will constitute an original.

32. EFFECTIVENESS OF AGREEMENT AS TO THE SBIAA. This Agreement shall not be binding on the SBIAA until approved by the SBIAA Commission, approved as to form and legal content by SBIAA legal counsel, signed by the Chief Executive Officer and signed by an authorized representative of the Consultant.

33. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the SBIAA and the Consultant for the services set forth in Exhibit A or any similar or related services. The SBIAA may, during the Term of this Agreement, contract with other consultants for the performance of the same, similar or related services as those that may be performed by the Consultant under this Agreement. The SBIAA reserves the discretion and the right to determine the amount of services to be performed by the Consultant for the SBIAA under this Agreement, including not requesting any services at all. This Agreement sets forth only the terms upon which any such services will be provided to the SBIAA by the Consultant, if such services are requested by the SBIAA, as set forth in this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, two identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the authorized signatures of the officers of the parties hereinabove named, on the day and year first herein written.

SBIAA

Dated: _____

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jillian Ubaldo,
Assistant Secretary of the Commission

Approved as to form and legal content:

Scott Huber: Legal Counsel

Consultant

Dated: _____

By: _____

EXHIBIT A

SCOPE OF SERVICES

{To Be Inserted}

Sample

EXHIBIT B
SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer

Assistant Secretary of the Commission (relating to records production, recordkeeping, political contributions, Form 700 compliance, etc., only)

Sample



TO: San Bernardino International Airport Authority Commission

DATE: June 25, 2025

ITEM NO: 10

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2025

SUMMARY

On December 16, 2015, the SBIAA Commission adopted a Strategic Plan and in January 2020 updated its Business Plan and near term outlook. These helped identify key dates and deliverables in an effort to focus San Bernardino International Airport Authority (SBIAA) Staff and Resources to increase organizational, operational efficiencies and results.

RECOMMENDED ACTION(S)

Review the Action Plan for the San Bernardino International Airport Authority through June 30, 2025.

FISCAL IMPACT

None. The proposed plan identifies staff resources for which funding is included in the General Fund of the adopted San Bernardino International Airport Authority (SBIAA) Budget for Fiscal Year 2024-25.

PREPARED BY:	Michael Burrows
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	SBIAA Commission

BACKGROUND INFORMATION

The Action Plan identifies key dates and deliverables in an effort to focus San Bernardino International Airport Authority (SBIAA) Staff and Resources to increase organizational and operational efficiencies.

This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

Attachments:

1. SBIAA Action Plan

June 30, 2025 – Airport Focal Areas



Ensure Operational & Financial Stability

Stabilize Revenue Streams & Sources

Good Neighbor Program

Airport Outreach:

Business Retention & Expansion

EV & Solar Projects

FAA Taxiway Project

Grant Programs & Initiatives

International Trade

San Manuel Development



San Bernardino International Airport Authority

Action Plan for SBIAA (6/30/25)

Month	Key Initiative	Key Resources	Completion Date
January, 2025	Airport Operations Update; FAA Reporting; Good Neighbor Report	SBIAA Commission, CEO, Director of Aviation, Airport Manager, Director of Finance	January, 2025
February , 2025	Mid-Year Budget Adjustments; FAA Emergency Exercise; Provo Nonstop Service	Director of Aviation, Airport Manager, Director of Finance, Director of Administration	February, 2025
March, 2025	Legislative Updates; Operational Updates	CEO, Director of Administration, Director of Aviation, Director of Finance	March, 2025
April, 2025	Grant Program & Initiatives	Director of Finance, Director of Aviation, Project Manager	April, 2025
May, 2025	International Trade Initiatives; Draft Annual Budget Preparation and Review	SBIAA Commission & Committee, CEO, Director of Finance, Exec Staff	May, 2025
June, 2025	Adopt Annual Budget	SBIAA Commission & Committee, CEO., Aviation Director, Director of Finance, Exec Staff	June, 2025

SBIAA Near-Term Action Plan – Implementation



June, 2025

Sub-Initiative Status:



Incomplete In Process Completed

Stabilize Tenants & Infrastructure



Review Operational Plans



FAA Taxiway Project



Implement New Operational Software



Complete 2024/25 Airport Marketing Efforts & Initiatives



Air Passenger Service (PVU)



International Trade
Legislative Program

