

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, FEBRUARY 28, 2024

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

Rhodes Rigsby, Vice President

Councilmember, City of Loma Linda

Penny Lilburn, Secretary

Mayor, City of Highland

COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Helen Tran

Mayor, City of San Bernardino

Theodore Sanchez

Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Phillip Dupper

Mayor, City of Loma Linda

Joe Baca, Jr.

Supervisor, County of San Bernardino

Larry McCallon

Mayor Pro Tem, City of Highland

Fred Shorett

Mayor Pro Tem, City of San Bernardino

John Echevarria

Councilmember, City of Colton

- 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

- **CALL TO ORDER**
- **CLOSED SESSION PUBLIC COMMENT**
- **LEGAL COUNSEL RECITES CLOSED SESSION ITEMS**
- **RECESS TO CLOSED SESSION**

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. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d)(2) - significant exposure to litigation: one case

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 FEBRUARY 28, 2024
[**PRESENTER:** Jennifer Farris, Assistant Secretary of the Commission; **PAGE#:** 006]

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. INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 014]
- b. INFORMATIONAL ITEMS – REPORT ON SBD TRIENNIAL FULL-SCALE EMERGENCY EXERCISE
[**PRESENTER:** Jonathan Galvan, Airport Manager **PAGE#:** 015]
- c. INFORMATIONAL ITEMS – REPORT ON BREEZE SERVICE TO PHOENIX AIRPORT
[**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 016]
- d. INFORMATIONAL ITEMS – REPORT ON ABANDONED AIRCRAFT
[**PRESENTER:** Mark Gibbs, Director of Aviation **PAGE#:** 017]

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 JANUARY 2024
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#:** 018]
4. RECEIVE AND FILE TREASURER'S REPORT FOR DECEMBER 31, 2023 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#:** 027]
5. AUTHORIZE STAFF TO SOLICIT STATEMENTS OF QUALIFICATIONS (SOQ) FOR AIRPORT DESIGN ENGINEERING SERVICES FOR CAPITAL PROJECT FUNDED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) THROUGH THE AIRPORT IMPROVEMENT PROGRAM (AIP) OVER A FIVE-YEAR PERIOD
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#:** 030]
6. APPROVE MEETING MINUTES: JANUARY 24, 2024
[PRESENTER: Jennifer Farris, Assistant Secretary of the Commission **PAGE#:** 032]

I. **COMMISSION ACTION ITEMS**

7. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#:** 041]
8. CONSIDER AND ADOPT RESOLUTION NO. 2024-01 OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) UPDATING GOVERNORS OFFICE OF EMERGENCY SERVICES FORM 130 - DESIGNATION OF APPLICANT'S AGENT RESOLUTION
[PRESENTER: Catherine Pritchett, Director of Administration **PAGE#:** 044]
9. APPROVE A 48-MONTH LEASE AGREEMENT WITH SOUTH BAY FORD, INC. FOR A 2024 LINCOLN NAVIGATOR IN AN AMOUNT NOT TO EXCEED \$88,983.52
[PRESENTER: Wendy McConaughy, FBO Manager **PAGE#:** 053]

10. APPROVE AWARD OF A SERVICE AGREEMENT WITH CERTAPRO PAINTERS OF CORONA & TEMECULA VALLEY IN AN AMOUNT NOT TO EXCEED \$89,145 FOR DRYWALL REPAIRS AND INTERIOR PAINTING OF THE DOMESTIC TERMINAL
[PRESENTER: Dave Graham, Terminal Manager **PAGE#**: 058]
11. APPROVE AWARD OF MULTI-YEAR CONTRACT TO APPLE VALLEY COMMUNICATIONS IN AN AMOUNT NOT TO EXCEED \$98,580 FOR FIRE AND BURGLAR ALARM MONITORING SERVICES
[PRESENTER: Jonathan Galvan, Airport Manager **PAGE#**: 068]
12. ACKNOWLEDGE EARLY TERMINATION OF LEASE WITH GUANG LIN CAFÉ, LLC AND APPROVE THE FORM OF A FIVE-YEAR LEASE AGREEMENT WITH BAJA KING FISH TACOS, INC. FOR BUILDING NO. 610 [PRESENTER: Darrell Hale, Property Manager **PAGE#**: 098]
13. REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2024
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#**: 127]

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, March 27, 2024.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jennifer Farris, 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 FEBRUARY 28, 2024

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:	Jennifer Farris
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
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>
10.	<u>CertaPro Painters of Corona and Temecula Valley</u> David Myers, Owner/General Manager Pilar Myers, Co-Owner	None.
11.	<u>Apple Valley Communications, Inc.</u> Shimoff Law Corporation	None.
12.	<u>Baja King Fish Tacos, Inc.</u> <u>Cynthia A. Ruiz Sarabia, Owner</u>	None.

Attachments:

1. California Government Code §§ 84308 and 87103
2. California Code of Regulations, Title 2, Division 6, §18438

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).

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</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.


BACKGROUND INFORMATION

None.

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

Attachments:

None.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 2b</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: REPORT ON BREEZE SERVICE TO PHOENIX

SUMMARY

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


BACKGROUND INFORMATION

None.

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

Attachments:

1. None.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 2c</p> <p>PRESENTER: Jonathan Galvan, Airport Manager</p>
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SUBJECT: REPORT ON SBD TRIENNIAL FULL-SCALE EMERGENCY EXERCISE

SUMMARY

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


BACKGROUND INFORMATION

None.

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

Attachments:

None.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 2d</p> <p>PRESENTER: Mark Gibbs, Director of Aviation</p>
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SUBJECT: REPORT ON ABANDONED AIRCRAFT

SUMMARY

On February 1, 2024, the San Bernardino International Airport Authority (SBIAA) took action against abandoned aircraft located on SBIAA property. Notices of Right to Reclaim Abandoned Property were sent to all entities identified on the aircraft title report, or with any other known legal claims against the abandoned aircraft. Unless SBIAA storage, and related costs are satisfied by an entity claiming interest in the property by February 22, 2024, SBIAA will move to auction the abandoned property to the highest bidder at a public sale. After the property is sold and the cost of storage, advertising, and sale is deducted, the remaining money will be paid to the County of San Bernardino for future claims against the property.

Notices of Abandonment were sent regarding the following aircraft:

N165TS; Boeing 727-223
 VH-VLH; Boeing 727-200
 N515CY; Gates Lear Corp 55
 N194N; Airbus A340-642
 N196N; Airbus A340-600


BACKGROUND INFORMATION

None.

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

Attachments:

None.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 3</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: REGISTER OF DEMANDS FOR JANUARY 2024

SUMMARY

SBIAA's Register of Demands for January 2024

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Various accounts as shown.

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

The attached Register of Demands corresponds to checks issued in the month of January 2024. The total of the register is \$11,029,311.34.

Fuel: Titan Aviation Fuels was paid \$8,911,263.41 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. was paid \$33,131.50 to operate SBIAA vehicles and for resale at Luxivair-SBD.

Employee Benefits: Kaiser Foundation Health Plan Inc., and Legal Shield were paid a total of \$54,572.34.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, The Gas Co., Underground Service Alert of Southern Cal, and Utility Telecom Group LLC were paid a total of \$78,257.45.

Capital Projects Cost: AEC Moreno Corp., Bodell Construction Company, Performance Electric, Southern Computer Warehouse Inc., and Superior Mechanical Heating & Air Inc. were paid a total of \$654,943.29.

Professional Services: Allawos & Company; Cole Huber LLP; David Turch and Associates; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin & Tooke LLP; Right Energy Group; and Tom Dodson were paid a total of \$92,019.42.

Attachments:

1. Register of Demands for the February 28, 2024 Commission Meeting
2. Visa Breakdown - January 2024

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
2/28/2024

Line	Company Name	Description	AP Register
1	3 Alarm Fire and Safety	Fees for the fire extinguisher recharging services and parts	6,384.17
2	ADT LLC	Burglar and fire alarm monitoring	3,433.50
3	AEC Moreno Corp.	Terminal parking lot improvements	112,260.08
4	Affordable Auto Service	Annual vehicle smog checks	639.95
5	Allawos & Company	Consulting fees for Solar Green Energy Services	4,687.50
6	Alliant Insurance Services Inc.	Insurance policy - Ford Maverick	1,338.75
7	Amazon Capital Services Inc.	Purchases of supplies and goods	1,473.39
8	Amerigas Propane LP	Cylinder rack and propane cylinders for refilling propane ground support	110.87
9	Amtech Elevator Services	Maintenance and repairs for elevators & escalators	15,790.00
10	Audacy Operations Inc.	Radio advertising for Breeze Airways events	20,800.00
11	Aviatrix Communications LLC	Marketing services, advertising and Good Neighbor program	20,092.71
12	B&H Foto & Electronics Corp.	UPS replacement-FBO and monitor for Security Office	478.02
13	Belico Details LLC	Mobile car washes-security	1,855.00
14	Bodell Construction Company	Fuel Farm internal floating roof project	485,300.00
15	Board Members	Director fees	1,500.00
16	Boston Fox Tigie International LLC	Marketing services	10,494.72
17	BrightView Landscape Services, Inc.	Luxiviar landscaping project	1,350.00
18	Burrtec Waste Industries Inc.	Trash removal services	4,093.14
19	C & A Janitorial Services	Janitorial services	35,170.13
20	Canyon Hydro Seeding	Hydro seeding services	8,137.00
21	CatapulkK12	Confidential We-Tip reporting services for employees	800.00
22	CDW Government LLC	IT equipment	425.98
23	CED-Consolidated Electrical Distributor	Light bulbs & electrical supplies	1,175.55
24	Chelsea Ciaca-Larios	Boot / shoe reimbursement	57.90
25	Cintas Uniforms	Uniform and rug services	7,501.71
26	City of SB Water Department	Water and sewer services	14,065.27
27	Climatec LLC	Security system maintenance and repair upgrades	119,304.31
28	Cole Huber LLP	Professional Legal services	36,969.13
29	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
30	DBT Transportation Services LLC	ILS/AWOS tower equipment service	3,580.58
31	Department of Motor Vehicles	DMTV-EPN program	500.00
32	Dibs Safe & Lock Service	Key duplication & locksmith services	1,010.73
33	Eagle Graphics LLC	Online logo branded merchandise, supplies & program fees	1,466.50
34	East Valley Water District	Water services	164.90
35	Encore Lighting Inc.	Light bulb and ballast replacements	81.29
36	Environmental Management Technologies	Hazardous waste removal	4,915.75
37	Ernie's Auto Interior	Vehicle and equipment upholstery repairs	275.00
38	Event Design Lab	Live streaming services	800.00
39	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	1,539.73
40	FedEx	Courier services	251.32
41	Ferguson Enterprises LLC	Plumbing supplies & materials	304.39
42	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy vehicles	1,943.44
43	Frontier Communications Corporation	Telephone services	5,427.62
44	GMSTEK LLC	Monthly subscription fee for point of sale system	4,461.70
45	Grainger	Parts and supplies for building repairs	381.93
46	Granite Telecommunications	Telephone services	5,123.29
47	Green Facility Cleaning LLC	Solar Panel cleaning	3,495.00
48	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling system	4,333.33
49	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	10,471.86
50	Imagine Systems Inc.	Professional consulting services	10,199.62
51	Inland Action Inc.	Semi-annual membership dues	1,861.50

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
2/28/2024

Line	Company Name	Description	AP Register
52	Inland Valley Development Agency	Due to IVDA activity-12/31/2023	645,455.41
53	Innovative Emergency Equipment Inc.	Light bars, radios, lighted numbers and other supplies	17,535.06
54	Innovative Federal Strategies LLC	Professional service - federal legislative advocacy services	2,000.00
55	Jackhammer Movement Inc.	Event support design & merchandise	237.20
56	K&L Hardware and Plumbing Supply Inc.	Maintenance tools and supplies	249.97
57	Kaiser Foundation Health Plan, Inc.	Employee medical benefits	53,657.24
58	Kasch Graphic Designs	Signage for terminal parking lot	1,943.85
59	Ken Grody Ford Redlands LLC	Fleet vehicle parts and services	658.25
60	Legal Shield Services Inc.	Employee legal group benefits	915.10
61	Louie Ramos	Travel Ontario Ca.-Backflow Certification Course-Per Diem	355.78
62	Lumacurve	Replacement panels for airfield signage & guidance signs	10,630.15
63	Mackinac Software LLC	Monthly service fees for AWOS weather system	89.00
64	Mark Gibbs	Travel reimbursement AAAE conference 01/2024 Hawaii-flight, lodging and meals	1,951.38
65	Mead & Hunt Inc.	Professional consulting service agreement-providing air services	6,330.00
66	MediWaste Disposal, LLC	Medical waste services for sharp containers and replacements	134.65
67	Merit Oil Company	Fuel inventory for fleet operations	33,131.50
68	Michael Burrows	Travel reimbursement AAAE conference 01/2024 Hawaii- lodging and meals	1,769.88
69	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	9,691.31
70	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	28,396.20
71	National Pen Co. LLC	Promotional triangle Viera pen with stylus	4,078.13
72	Parts Authority Metro LLC	Vehicle parts and service supplies	3,838.71
73	Performance Electric	SCE electrical meter project-Bldg.56	8,571.00
74	Pete's Road Service Inc.	Vehicle repairs and parts	5,721.71
75	Pitney Bowes Global Financial Services	Leasing fees- postage machine	225.70
76	PlaneNoise Inc.	Noise complaint program	1,287.50
77	PrintGlobe LLC	Supplies-plastic cups with lids	4,535.77
78	Pristine Uniforms	Uniforms-Security	2,270.82
79	Red Star Fire Protection	Replace PIV stem, new post & base Bldg.759 / replace wall & horn strobes Bldg.673	8,365.00
80	Redlands Community News	Advertising in support of passenger service	2,709.30
81	Refrigeration Control Company Inc.	Maintenance and repairs for 2 ice machines-FBO	328.63
82	Right Energy Group LLC	Professional agreement for Green Energy Programs	6,500.00
83	Robert Curtis	BSIS reimbursement	118.00
84	Robert Hards	BSIS reimbursement	137.18
85	SITA Information Networking Computing USA	Monthly maintenance & support services	2,716.86
86	South Coast AQMD	Generator and storage permit fees	160.35
87	Southern California Edison	Electric power	41,959.79
88	Southern Computer Warehouse Inc.	Network switch for network connectivity	2,262.21
89	Staples Contract & Commercial LLC	Office supplies	1,286.45
90	Sunwest Printing Inc.	Printing services	140.29
91	Superior Mechanical Heating & Air Inc.	HVAC project heat pump split system Bldg.56	46,550.00
92	SWRCB	Permit fees	3,109.00
93	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	3,853.66
94	TELOS Identity Management Solutions, LLC.	TSA background checks and fingerprinting processing	884.25
95	Tetra Tech AMT	Cyber security assessment	58,938.78
96	Thales USA Inc.	Localizer antenna gaskets	1,750.00
97	The Gas Company	Gas services	2,900.05
98	The Pitney Bowes Reserve Account	Postage fees	360.23
99	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	8,911,263.41

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
2/28/2024

Line	Company Name	Description	AP Register
100	Tom Dodson & Associates	Professional services - environmental issues/projects	170.00
101	Trilogy Medwaste West LLC	Waste disposal service for international flights	1,976.06
102	Uline Inc.	Supplies and PPE & safety supplies	2,895.91
103	Underground Service Alert Of Southern Cal	Notification system for underground utilities	77.75
104	US Custom & Border Protection	Customs contract and inspection fees	2,834.20
105	US Fueling Solutions	Fuel truck repairs and maintenance	11,032.76
106	USDA	Wildlife Biologist services-wildlife hazard management	19,024.50
107	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,445.64
108	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	6,240.00
109	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies,	47,646.56
110	Wendy McConaughey	Travel Air Cargo Conference Louisville KY. - Per Diem	335.00
111	Western Exterminator Company	Pest control services	463.57
112	Wilson & Company Inc.	IRP landfill surface repairs	323.33
113	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
	Total		\$ 11,029,311.34

**Visa Breakdown
January 2024
SBIAA**

Line	Description	Vendor	Dept.	Amount
1	Breakfast meeting	lHop	Admin	58.46
2	Annual webinar subscription	www.zoom.com	COB	808.02
3	Lunch for Interview Panel-Marketing Coordinator	Jersey Mikes	HR	43.87
4	Satellite TV for Customs Office	Dish Network	HR	105.71
5	Lunch for FBO Line Tech interview Panel	Jersey Mikes	HR	52.85
6	Background screening for new hires	Checkr	HR	66.49
7	O-ring part replacement	Grainger	Fuel Farm	10.64
8	Concrete finishing tools	White Cap	Maint	731.55
9	Stencils for repainting hydrants on airfield	Woodland Manufacturing	Maint	98.03
10	Tarps to cover piles of fill material	Lowes	Maint	448.52
11	Drill bits and accessories for power tools	Lowes	Maint	75.56
12	Topsoil for lawn areas	Home Depot	Maint	183.74
13	Privacy screening for fences	Lowes	Maint	161.58
14	Shop tools- garden hose, hole punch set and wall hooks	Home Depot	Maint	335.40
15	Various zip ties	Uline	Maint	151.25
16	Distilled water for FBO batteries	Walmart	Maint	36.48
17	LED light bar for new Chevy 1500	LED Lighting	Maint	351.93
18	Smog Check Security 303	Affordable Auto Service	Maint	50.00
19	Icom aviation radio & antenna for asset 23-18	MyPilotStore.com	Maint	1,078.95
20	Painting supplies for terminal painting project	Home Depot	OPS	331.89
21	Light bulbs Bldg. 730 parking lot lights	Home Depot	OPS	456.52
22	Painting supplies for terminal painting project	Home Depot	OPS	353.02
23	End caps for terminal IT electrical project	Ebay	OPS	21.74
24	Cement FBO handrail repair	Home Depot	OPS	5.77
25	Wall plates-FBO	Lowes	OPS	5.56
26	Wall plates terminal electrical work	Home Depot	OPS	8.96
27	Painting supplies terminal painting project	Home Depot	OPS	327.59
28	Accidental personal charge	Donut Star	OPS	17.49
29	Conduit gas pump relocation project Bldg. 730	CED	OPS	994.40
30	Terminal TV monitor relocation electrical supplies	Home Depot	OPS	155.68
31	Shop painting supplies	Home Depot	OPS	18.22
32	Painting supplies terminal flashing repair	Home Depot	OPS	124.26
33	Strut channel electrical supplies	Home Depot	OPS	171.28
34	Rivet tool terminal flashing repair	Home Depot	OPS	111.21
35	Painting supplies terminal flashing repair	Home Depot	OPS	57.87
36	Painting supplies terminal flashing repair	Home Depot	OPS	27.29
37	Shop tools-clamps	Home Depot	OPS	100.29
38	Replacement gate signs for airfields	Smartsign Clover	OPS	306.50
39	Office Christmas decoration-badging	Hobby Lobby	OPS	78.59
40	Steel padlocks	Zoro Tools Inc.	OPS	1,017.65
41	Steel padlocks	Zoro Tools Inc.	OPS	127.20
42	Radio parts OPS radio repair	Solid Signal	OPS	24.50
43	911 Alert notice for OPS cell phones	Active911 Inc.	OPS	15.00
44	Airport equipment maintenance radio troubleshooting	Airwave Communications	OPS	733.08
45	Wildlife K-9 dog collar	Whistle	OPS	42.60
46	Radio parts for ARFF Rig	Ebay	OPS	28.05
47	Shipping refund for radio parts	Ebay	OPS	(7.79)
48	Refund for cancelled order Radio parts	Solid Signal	OPS	(24.50)
49	Misc. Supplies maintenance shop	Lowe's	OPS	145.16
50	Promotion - FBO gift basket give-away	Target	FBO	49.16
51	Fuel for FBO courtesy vehicles	Chevron	FBO	60.27
52	Fuel for FBO courtesy vehicles	Chevron	FBO	34.15
53	Promotion - FBO gift basket give-away	Sees Candy	FBO	55.00
54	Cable TV - FBO satellite cable TV subscription	Dish Network	FBO	149.85

**Visa Breakdown
January 2024
SBIAA**


Line	Description	Vendor	Dept.	Amount
55	Holiday decorations for FBO lobby	Michaels	FBO	108.71
56	Fuel Truck Repairs and Maintenance Inv #1153	282 Services	FBO	995.95
57	Exterior & interior detailing for all FBO vehicles	Belico Details mobile	FBO	570.00
58	Cleaning supplies	Stater Bros.	FBO	8.78
59	Additional cleaning supplies	Target	FBO	143.41
60	Supplies for regulated garbage	The Home Depot	FBO	19.23
61	Fuel for FBO courtesy vehicles	Chevron	FBO	49.79
62	Fuel for FBO courtesy vehicles	Chevron	FBO	48.44
63	Training for new and current refuelers	NATA	FBO	415.00
64	Sympathy flowers for Director	1-800-flowers	Admin	94.78
65	Hospitality for SBIAA Commission Meeting	Nothing Bundt Cakes	Admin	96.00
66	Mico Disc Brake Calipers	Anythingtruck.com	Maint	1,313.48
67	Holiday supplies Bldg.730	99 cents	Maint	113.30
68	Holiday supplies Bldg.730	Lowes	Maint	445.74
69	Holiday supplies Bldg.730	Lowes	Maint	113.96
70	Holiday supplies Bldg.730	99 cents	Maint	66.61
71	Holiday supplies Bldg.730	99 cents	Maint	40.98
72	Light bulbs for Bldg. 56 parking lot	Home Depot	Maint	903.33
73	Liquid hand soap dispenser Bldg. 730	Home Depot	Maint	129.41
74	Light Bulbs	1000Bulbs	Maint	86.58
75	Training-Maximizing Performance through Documentation	McDonalds	Maint	20.64
76	Training-Maximizing Performance through Documentation	Stater Bros.	Maint	18.14
77	Irrigator membership L. Ramos	Irrigator Tech	Maint	100.00
78	Housekeeping supplies Bldg. 730	99 cents	Maint	10.98
79	Housekeeping supplies Bldg. 730	99 cents	Maint	15.33
80	PVC elbow supply parts	O'Reilly	Maint	20.10
81	Graco Magnum Airless Paint Sprayer	Home Depot	Maint	540.42
82	Fuel Truck Repairs and Maintenance fuel filter housing kit	Westrux	Maint	420.94
83	Graco Magnum Airless Paint Sprayer	Home Depot	Maint	13.57
84	Diagnosis & O2 sensors sensor	Diamond Chevrolet	Maint	896.90
85	Housekeeping supplies Bldg.730	Home Depot	Maint	68.45
86	Office 365 licensing for employees Standard	www.office.com	IT	582.00
87	Office 365 licensing for employees-Basic	www.office.com	IT	220.00
88	Office 365 licensing for employees-Premium	www.office.com	IT	762.50
89	Parking revenue transaction processing (CC Processing)	Windcave	IT	339.00
90	Cloud server agencies website usage charges	Digital Ocean	IT	64.30
91	Streaming service TV content for Concourse	Sling TV	IT	60.34
92	Website management software license	CPanel	IT	39.99
93	Hosted IT Collaboration Communication software	Slack	IT	43.75
94	Music streaming service-terminal background music	Soundtrack Your Brand	IT	54.00
95	Remote server management licenses for agency system-Enterprise Perpetual Digital License	Dell Marketing LP	IT	1,205.40
96	Domain certificate renewal Domain names	Network Solutions	IT	1,119.68
97	Domain certificate renewal Domain names	Network Solutions	IT	59.96
98	Domain certificate renewal Domain names-refund	Network Solutions	IT	(649.00)
99	Tools and supplies	Harbor Freight	FBO	101.06
100	Exterior & interior detailing for all FBO vehicles	Belico Details	FBO	400.00
101	Fuel Truck Repairs and Maintenance-refueler truck repair	282 Services	FBO	500.70
102	Warranty for vacuum cleaner	Home Depot	FBO	60.00
103	Vacuum cleaner	Home Depot	FBO	358.86
104	FBO employee lunch	Oscars Mexican Food	FBO	765.36
105	Purchase of fuel tickets and GSE tickets	Im-Press Printing	FBO	957.00
106	Press release distribution-PHX announcement	24-7 Press Release	Mktg	266.00
107	Work Anniversary Service Plaques	Fracture Inc.	Mktg	1,089.13

**Visa Breakdown
January 2024
SBIAA**

Line	Description	Vendor	Dept.	Amount
108	Canvas print for Breeze Airways conference room	Art.com	Mktg	65.25
109	Canvas print for Breeze Airways conference room	Art.com	Mktg	162.81
110	LAACA Luncheon parking fees	Marriott LAX	Mktg	22.00
111	Annual monthly subscription-stock imagery service	Adobe Stock	Mktg	49.99
112	Custom Otto Pilot -Breeze Airways Conference room	Bigger than Life Advertising	Mktg	550.00
113	Work Anniversary Service Plaques	Fracture Inc.	Mktg	44.27
114	Emergency evacuation stair-wall bracket for terminal	SP Line2ems	OPS	130.48
115	Signage for the terminal	Visual Workplace	OPS	35.97
116	Newspaper AD - RFP Professional Alarm Monitoring Newspaper	D&M Media	OPS	304.00
117	Electric Scissors Lift	Safewholesale.com	OPS	4,249.90
118	Holiday Decor for passenger terminal	Hobby Lobby	Admin	882.92
119	Holiday decor for Passenger Terminal	Michaels	Admin	490.38
120	Holiday decor for Passenger Terminal	Michaels	Admin	154.28
121	Holiday decor for Passenger Terminal	Michaels	Admin	273.73
122	Holiday decor for Passenger Terminal	Big Lots	Admin	60.89
123	Rental for employee holiday / appreciation lunch	Party Plus	Admin	650.50
124	Employee holiday / appreciation-service recognition lunch beverages	Costco	Admin	104.25
125	Employee holiday / appreciation-service recognition lunch	The Sweet Shop	Admin	2,060.00
126	Catering for employee holiday / appreciation-service recognition lunch	Sorrentino's	Admin	1,617.97
127	Catering for employee holiday / appreciation-service recognition lunch	Sorrentino's	Admin	206.00
128	American Association of Airport Executives (AAAE) conference-registration M. Burrows	American Association of Airport Executives (AAAE)	Admin	825.00
129	Travel 12/2023 CA Airport Council Conference M. Burrows-lodging	Hotel Cerro	Admin	317.21
130	Travel 12/2023 CA Airport Council Conference-M. Burrows-Transportation	Uber	Admin	21.99
131	Travel 12/2023 CA Airport Council Conference M. Burrows-Parking fees	Palm Springs Airport	Admin	40.00
132	Travel 12/2023 CA Airport Council Conference M. Burrows-transportation	Uber	Admin	20.96
133	Travel 01/2024 AAAE Conference M. Burrows -flight	United Airlines	Admin	394.00
134	Travel League of Ca Cities training 12/12/-12/15/2023 San Diego Ca J. Farris-lodging	San Diego Mission Bay	COB	1,055.25
135	Travel League of Ca Cities training 12/12/-12/15/2023 San Diego Ca J. Farris-lodging	San Diego Mission Bay	COB	405.78
136	Travel League of Ca Cities training 12/12/-12/15/2023 San Diego Ca J. Farris-contingencies-transportation	Uber	COB	10.14
137	Travel League of Ca Cities training 12/12/-12/15/2023 San Diego Ca J. Farris-contingencies-transportation	Uber	COB	15.90
138	Travel League of Ca Cities training 12/12/-12/15/2023 San Diego Ca J. Farris-contingencies-transportation	Uber	COB	22.65
139	Travel League of Ca Cities training 12/12/-12/15/2023 San Diego Ca J. Farris-contingencies-transportation	Uber	COB	21.71
140	Travel NBAA Schedulers & Dispatchers Conference 03/2024 Dallas TX-W. McConaughy-flight	American Airlines	FBO	507.80
141	Travel NBAA Schedulers & Dispatchers Conference 03/2024 Dallas TX-M. Mendoza-flight	American Airlines	FBO	507.80
142	Travel NBAA Schedulers & Dispatchers Conference 03/2024 Dallas TX-M. Martinez-flight	American Airlines	FBO	507.80
143	Travel NBAA Schedulers & Dispatchers Conference 03/2024 Dallas TX-W. McConaughy-lodging	Sheraton	FBO	1,168.83

**Visa Breakdown
January 2024
SBIAA**

Line	Description	Vendor	Dept.	Amount
144	Travel NBAA Schedulers & Dispatchers Conference 03/2024 Dallas TX-M. Mendoza-lodging	Sheraton	FBO	1,168.83
145	Travel SWAAE Conference 01/2024 Carmel M. Gibbs-flight	United Airlines	Admin	217.80
146	Travel 01/2023 Ontario Ca. Backflow Certification course - L. Ramos	Irrigator Tech	Maint	1,040.00
				\$ 47,646.56
	VISA Statement Balance			\$ 47,646.56
	Date Prepared:02/14/2024			

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 4</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR DECEMBER 31, 2023 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 December 31, 2023 for the San Bernardino International Airport Authority (SBIAA).

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

Attached is the Treasurer's Report for December 31, 2023, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$10,793,263.35 on December 31, 2023. Bank statements reflect \$11,142,680.77. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items December 31, 2023.

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

Attachments:

1. Treasurer's Report for December 31, 2023

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY


Treasurer Report

December 31, 2023

<u>Cash</u>	Balance 11/30/23	Activities	Balance 12/31/23
<i>Checking Account - Wells Fargo Bank</i>	\$ 4,972,615.05	\$ (141,375.90)	\$ 4,831,239.15
Deposits In Transit:			
Beginning	3,585.00	(3,585.00)	-
Ending			-
Outstanding Checks:			
Beginning	(1,608,014.90)	1,608,014.90	-
Ending		(349,417.42)	(349,417.42)
<i>Premium Money Market Account - Wells Fargo Bank</i>	3,601,676.68	3,305.15	3,604,981.83
Deposits In Transit:			
Beginning			
Ending			
<i>Payroll Account - Wells Fargo Bank</i>	4,927.38	-	4,927.38
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
Subtotal	6,974,789.21	1,116,941.73	8,091,730.94
<u>Investments</u>			
<i>Local Agency Investment Funds</i>	330,266.72	-	330,266.72
Deposits In Transit:			
Subtotal	330,266.72	-	330,266.72
<u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	1,440,737.26	87,901.83	1,528,639.09
Reserve Fund- US Bank 2021A series	541,797.51	(20,824.65)	520,972.86
Debt Service Fund-US Bank-2021B series	313,381.17	(57,620.10)	255,761.07
Reserve Fund -US Bank-2021B series	68,520.13	(2,627.46)	65,892.67
Subtotal	2,364,436.07	6,829.62	2,371,265.69
Total Cash and Investments	\$ 9,669,492.00	1,123,771.35	\$ 10,793,263.35

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

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 5</p> <p>PRESENTER: Mark Gibbs, Director of Aviation</p>
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SUBJECT: AUTHORIZE STAFF TO SOLICIT STATEMENTS OF QUALIFICATIONS (SOQ) FOR AIRPORT DESIGN ENGINEERING SERVICES FOR CAPITAL PROJECTS FUNDED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) THROUGH THE AIRPORT IMPROVEMENT PROGRAM (AIP) OVER A FIVE-YEAR PERIOD

SUMMARY

Approval of this item will allow Staff to solicit Statements of Qualifications (SOQ) for firms qualified to provide airport design engineering services for capital projects funded by the FAA through the AIP grant program. Staff will publicly advertise and contact firms known to provide these types of airport design engineering services. Through this solicitation the most qualified firm will be selected, in accordance with FAA procurement requirements, for AIP funded projects over a five-year period. Staff will bring the recommended airport design engineering firm to the SBIAA Commission for consideration and approval.

RECOMMENDED ACTION(S)

Authorize staff to solicit Statements of Qualifications for airport design engineering services for capital projects funded by the FAA through the AIP program over a five-year period.

FISCAL IMPACT

None at this time. This item is for solicitation of Statements of Qualifications only.

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

BACKGROUND INFORMATION


In accordance with the FAA's Airport Improvement Program (AIP) grant requirements for professional services procurement, Staff is seeking to advertise Statements of Qualifications from firms qualified to perform airport design engineering services for capital projects funded through the AIP program over a period of five years. Staff will publish solicitation notices in accordance with the San Bernardino International Airport Authority (SBIAA) policies and procedures.

This item is for the submission of Statements of Qualifications (SOQ) only. Each SOQ will be rated by Staff and ranked on the merits of the statements. If necessary, Staff will meet with the most qualified firms and hold interviews to select a firm and solicit a Request for Proposal (RFP) to reach agreement as to final scope of services and fees. Staff will submit to the Commission an item for consideration to award an agreement to the selected firm at a future date.

Staff recommends the Commission approve the above recommended action.

Attachments:

None.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 6</p> <p>PRESENTER: Jennifer Farris, Assistant Secretary of the Commission</p>
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SUBJECT: APPROVE MEETING MINUTES: JANUARY 24, 2024

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, January 24, 2024.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held January 24, 2024.

FISCAL IMPACT

None.

PREPARED BY:	Jennifer Farris
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. January 24, 2024 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, January 24, 2024

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, Vice President	Present
Mayor Phillip Dupper (alt)	Absent

County of San Bernardino

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

City of San Bernardino

Mayor Helen Tran	Present
Councilmember Theodore Sanchez	Present
Mayor Pro Tem Fred Shorett (alt)	Present (in audience)

City of Highland

Mayor Penny Lilburn, Secretary	Present
Mayor Pro Tem Larry McCallon (alt)	Present (in audience)

Staff Members and Others Present

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

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:01 p.m. on Wednesday, January 24, 2024.

A. **CALL TO ORDER / ROLL CALL**

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Supervisor Dawn Rowe in the Pledge of Allegiance.

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

C. **CLOSED SESSION**

President Frank Navarro recessed to closed session at 5:02 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber LLP, read the closed session items as posted on the Agenda.

- a. Conference with legal counsel pursuant to Gov. Code 54956.9(d)(2) – significant exposure to litigation: one case
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: 255 S. Leland Norton Way, Hangar Bay 3
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer, Scott Huber, SBIAA Legal Counsel, and Joe Ermalovich, AeroPro, LLC

Under Negotiations: Instructions will be given to the SBIAA negotiator concerning availability of property, terms and price.

D. **REPORT ON CLOSED SESSION**

President Frank Navarro reconvened the meeting at 5:09 p.m. President 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.

Ms. Jennifer Farris, Assistant Secretary of the Commission clarified for the record that there was a correction to Agenda Item No. 6, Meeting Minutes. The date of the minutes should read as December 12, 2023, and not January 24, 2024.

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 Annual Airport Operations for Calendar Year 2023
 - c. Report on Legislative Initiatives
 - d. Report on Policies and Procedures Updates
 - e. Report on annual audit
- 2b. Mr. Mark Gibbs, Director of Aviation, referenced a PowerPoint presentation on the Annual Airport Operations for Calendar Year 2023.
- 2c. Mr. Michael Burrows, provided a brief report on upcoming legislative Initiates.
- 2d. Ms. Catherine Pritchett, Director of Administration, provided a brief report on updates to Authority Policies and Procedures.
- 2e. Mark Cousineau, Director of Finance, provided a brief report on audit updates.

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 December 2023.
4. Receive and file Treasurer's Report for November 30, 2023, for the San Bernardino International Airport Authority (SBIAA)
5. Authorize Staff to prepare and advertise a request for proposal (RFP) for a multi-year maintenance services agreement for the Passenger Boarding Bridges (PBB's) at the Domestic and International Terminals

Ms. Jennifer Farris, Assistant Secretary of the Commission clarified for the record that there was a correction to Agenda Item No. 6, Meeting Minutes. The date of the minutes should read as December 12, 2023, and not January 24, 2024.

6. Approve Meeting Minutes: December 12, 2023

ACTION: Approve Agenda Item Nos. 3- 6

RESULT:	ADOPTED [UNANIMOUSLY]
MOTION/SECOND:	Rigsby/Tran
AYES:	Lilburn, Navarro, Rigsby, Rowe, Shorett, and Tran
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 2023-2024

Mark Cousineau, Director of Finance, provided a brief report on the proposed budget adjustments for Fiscal Year 2023-2024.

ACTION: Consider and adopt budget adjustments reflected in the "Proposed Budget Adjustments Table" for Fiscal Year 2023-2024.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Shorett/Rowe
AYES: Lilburn, Navarro, Rigsby, Rowe, Shorett, and Tran
NAYS: None.
ABSTENTIONS: None.
ABSENT: None.

8. Approve Amendment No. 1 to the professional services agreement with Hernandez, Kroone and Associates in an amount not to exceed \$50,000 for professional engineering services

Mr. Michael Burrows, Chief Executive Officer, provided a brief report on Agenda Item No. 8.

ACTION: Approve Amendment No. 1 to the Professional Services Agreement with Hernanadez, Kroone and Associates in an amount not to exceed \$50,000 for a total contract amount of \$50,000; and authorize the Chief Executive Officer to execute all related documents.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Lilburn/Rigsby
AYES: Lilburn, Navarro, Rigsby, Rowe, Shorett, and Tran
NAYS: None.
ABSTENTIONS: None.
ABSENT: None.

9. Award a construction contract to Leonida Builders Inc. in an amount not to exceed \$98,000 for the North Parking Lot Project

Mr. Jeff Barrow, Director of Development, provided a brief report on the North Parking Lot Project.

ACTION: Award a construction contract to Leonida Builders Inc. in an amount not to exceed \$98,000.00 for the North Parking Lot Project; and authorize the Chief Executive Officer to execute all related documents.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Tran/Shorett
AYES: Lilburn, Navarro, Rigsby, Rowe, Shorett, and Tran
NAYS: None.
ABSTENTIONS: None.
ABSENT: None.

10. Approve and agreement with SKIDATA, Inc. in an amount not to exceed \$184,286 with a 5% contingency in the amount of \$9,214 for a total amount not to exceed \$193,500 for the installation of access controls for the North Parking Lot Project

Mr. Mark Dennis, IT Manager, provided a brief report on the North Parking Lot Project

ACTION: Approve an agreement with SKIDATA, Inc. in the amount of \$184,286 for the installation of revenue parking lot controls for the parking lot located north of Rialto Avenue, allocate a 5% contingency for any unforeseen conditions in the amount of \$9,214 for a total amount not to exceed \$193,500 for the installation of access controls for the North Parking Lot Project; and authorize the Chief Executive Officer to execute all related documents.

RESULT: **ADOPTED [UNANIMOUSLY]**
MOTION/SECOND: Tran/Lilburn
AYES: Lilburn, Navarro, Rigsby, Rowe, Shorett, and Tran
NAYS: None.
ABSTENTIONS: None.
ABSENT: None.

11. Consider and discuss the SBD Good Neighbor Program Fourth Quarter 2023 Report

Mr. Mark Gibbs, Director of Aviation, introduced Rosemary Barnes, Aviatrix Communications, who gave a brief overview of the presentation found on pages 097-122 of the agenda packet.

Secretary Penny Lilburn inquired about public comments related to airport operations.

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

ACTION: Consider and discuss the SBD Good Neighbor Program quarterly report.

12. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through June 30, 2024

Mr. Michael Burrows, Chief Executive Officer, provided an update of upcoming airport events, including the upcoming inaugural Breeze Airways flight to Phoenix, Arizona and the SBD Triennial full-scale emergency exercise.

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

ACTION: Review the Action Plan for the San Bernardino International Airport Authority through June 30, 2024.

J. <u>ADDED AND DEFERRED ITEMS</u>

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 comments.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:39 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, February 28, 2024.

Jennifer Farris
Assistant Secretary of the Commission

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 7</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024

SUMMARY

The proposed adjustments to the Fiscal Year 2023-2024 San Bernardino International Airport Authority's (SBIAA) budget are to fund the increase in various expenses related to improvements, repairs and replacement work required to initiate and expand passenger and cargo air service and airport operations. This proposed adjustment for Fiscal Year 2023-2024 is detailed in the attached "Proposed Budget Adjustments Table".

RECOMMENDED ACTION(S)

Consider and approve budget adjustments reflected in the attached "Proposed Budget Adjustments Table" for Fiscal Year 2023-2024.

FISCAL IMPACT

The composition for the requested adjustments are detailed in the attached "Proposed Budget Adjustments Table". The combined net effect on the San Bernardino International Airport Authority's Fiscal Year 2023-2024 Budget, if approved, would be a decrease in budgetary net income of \$55,207.

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

In June 28, 2023, the San Bernardino International Airport Authority (SBIAA) Commission adopted the SBIAA Budget for Fiscal Year 2023-2024. SBIAA staff determined the following adjustments are necessary based on changes since the budget was approved.

The net effect of the proposed budget adjustments is an decrease in budgetary net income of \$55,207. The \$55,207 increase in anticipated expenses is offset by \$5,293 increase in lease revenues.

Increasing Jet A fuel sales, circulation to maintain fuel quality in the 525,000 tank, and electrical rate increases require an increase of \$10,000 to operate the fuel farm. The initiation and operation of commercial passenger service at SBD International Airport resulted in additional personnel and new operational requirements. To meet those changes, \$10,000 and \$25,000 increases are requested to provide the necessary training, education, and professional best practices networking. The increased number routers, security cameras, wireless access points, servers, and terminals require an additional \$15,500 in professional information technology services to provide preventative maintenance and routine upgrades.

An increase in estimated revenues of \$5,293 reflects increases in monthly lease payments from a change in tenants at Building 610

Attachments:

1. SBIAA FY 2023-24 February 28, 2024, Budget Adjustments Table


SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
FY 2023-2024 Proposed Budget Adjustments
February 2024

PROPOSED BUDGET ADJUSTMENTS TABLE

Proposed Adjustments			Approved Budget	Proposed Adjustments	Adjusted Budget
<i>Expenditures & Transfers Out</i>					
A	Luxivair-SBD (FBO)	50431 - Electric-Fuel Farm	\$ 40,000	\$ 10,000	\$ 50,000
B	General Fund	50370 - Education and Training	49,650	10,000	59,650
C	General Fund	50372 - Meetings and Conferences	97,000	25,000	122,000
D	General Fund	50590 - Professional Services-IT	50,000	15,500	65,500
Increase (Decrease) in expenditures & transfers out				<u>60,500</u>	
<i>Revenues & Transfers In</i>					
E	Property Management Fund	41700 - Lease Revenues	10,938,655	<u>5,293</u>	10,943,948
Increase (Decrease) in revenues & transfers in				<u>5,293</u>	
Net Budget Adjustment, Expenses in Excess of Revenues				<u><u>\$ (55,207)</u></u>	

Notes

- A** \$10,000 increase in electrical power needs for the Fuel Farm is due to increased aviation fuel sales volume, mandatory mixing circulation in
- B** Increase of \$10,000 is due to increased airport staffing and new categories of training in airport operations driven by the advent of commercial passenger service at SBD International Airport.
- C** Increase of \$25,000 is due to increased airport operations staff and new categories of training in airport operations driven by the advent of commercial passenger service at SBD International Airport.
- D** \$15,000 increase resulting from increased number of devices requiring preventative maintenance and replacement and installation of technologically obsolete network servers.
- E** 5,293 increase in estimated revenues to reflect increase in monthly lease payments from previous tenant at Building 610.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 8</p> <p>PRESENTER: Catherine Pritchett, Director of Administration</p>
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SUBJECT: CONSIDER AND ADOPT RESOLUTION NO. 2024-01 OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) UPDATING GOVERNORS OFFICE OF EMERGENCY SERVICES FORM 130 - DESIGNATION OF APPLICANT'S AGENT RESOLUTION

SUMMARY

In the event of a declared emergency or disaster, the SBIAA is eligible to receive financial assistance from the California Disaster Assistance Act (CDAA) through the California Emergency Management Agency (Cal EMA) administered by the California Governor's Office of Emergency Services (Cal OES) to repair event related damages and recover costs for emergency services. A requirement for funding is the identification of authorized agents through submittal of the Cal OES Form 130 - Designation of Applicant's Agent Resolution identifying specific individuals authorized to request funds and submit documentation on behalf of the SBIAA.

The last Form 130 was approved by the Commission and submitted to the Cal OES in 2014 and is no longer valid.

RECOMMENDED ACTION(S)

Consider and adopt Resolution No. 2024-01 of the San Bernardino International Airport Authority (SBIAA) updating Governors office of Emergency Services Form 130 - Designation of Applicant's Agent Resolution

FISCAL IMPACT

There is no negative fiscal impact related to updating of this form. Adoption of the resolution will permit the SBIAA to obtain financial assistance for all open and future disasters declared by the state or federal government up to three years following the date of approval.

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

BACKGROUND INFORMATION

The California Disaster Assistance Act (CDAA) authorizes the California Emergency Management Agency (Cal EMA) to administer disaster assistance programs that provide state and/or federal financial assistance to local agencies for costs resulting from declared disasters.

To request Cal EMA funds, through either reimbursement or direct funding, the California Governor's Office of Emergency Services (Cal OES) requires a Designation of Applicant's Agent Resolution for Non-State Agencies (Form 130) to be current and on file. The purpose of the Form 130 is to identify specific individuals authorized to request state or federal funds and submit documentation to Cal OES on behalf of the SBIAA.

Public agencies are required to submit updated Form 130 documents when either of the following occur: 1) the previously submitted document is older than three (3) years from the last date of approval; or 2) if changes are required to the name(s) and/or title(s) of authorized agents. The last Form 130 was approved and submitted to Cal OES by the SBIAA in 2014 and is no longer valid, as such the Agency is currently ineligible to apply for funding available for declared disasters.

In early February, a series of heavy rainstorm events caused flooding in the SBIAA owned storm water channels, resulting in significant damage to the base and sidewalls of the South Drainage Channel, positioned along the southwest area of the SBD runway. The State declared the February 2, 2024, weather event a disaster, making impacted agencies eligible to obtain state and federal funds for storm related damage. The SBIAA has been working with the County of San Bernardino Emergency Operations Department to provide the documentation and reports required to request funding. However, without a current Form 130 on file with Cal OES, the Agency will be ineligible to formally apply for the grant or cost reimbursement.

A revised Cal OES form 130 Form is attached. Staff recommends the Commission to identify Authorized Agents by title only. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If titles only is the chosen method, the Form 130 document must be accompanied by a cover letter on Agency letterhead, identifying the Authorized Agents by name and title. This cover letter can be updated as needed to reflect staff or position changes by any authorized person within the Agency (e.g.; executive assistant, an Authorized Agent, or other SBIAA Executive etc.) and does not require Commission approval.

The 2024 Form 130 will remain on file with Cal OES for three years following the effective date of the resolution. Staff will continue to provide updates to the Commission regarding repairs and funding for the South Drainage Channel.

Attachments:

1. SBIAA Resolution 2024-01
2. Cal EMA Form 130 - Designation of Applicant's Agent Resolution

RESOLUTION NO. 2024-01

**RESOLUTION OF THE SAN BERNARDINO INTERNATIONAL AIRPORT
AUTHORITY (SBIAA) AUTHORIZING THE SUBMISSION OF THE CALIFORNIA
EMERGENCY MANAGEMENT AGENCY FORM 130 DESIGNATION OF
APPLICANT'S RESOLUTION TO THE STATE OF CALIFORNIA'S EMERGENCY
MANAGEMENT AGENCY**

WHEREAS, the San Bernardino International Airport Authority (the "SBIAA") is a governmental entity duly organized and existing as a joint powers authority pursuant to Government Code Section 6500, et seq., and the SBIAA was established to own and operate the aviation facilities, hangars, fixed base operator facilities, and other aviation related properties (collectively, "Aviation Facilities") located upon the former Norton Air Force Base within the City of San Bernardino; and

WHEREAS, the SBIAA has from time to time experienced emergency situations resulting in the need to request financial disaster assistance from state and federal agencies; and

WHEREAS, the Public Contract Code Section 1102 provides that "emergency," means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, in the event of a declared emergency or disaster, federal and/or state financial assistance for costs incurred because of a disaster may be available through the California Emergency Management Agency (Cal EMA); and

WHEREAS, applications for federal and state financial assistance are processed through Cal EMA, which requires adoption of a Resolution by the local agency adopting Cal EMA Form 130 designating the SBIAAs representatives authorized to submit applications for disaster assistance; and

WHEREAS, the Cal EMA Form 130 must be submitted to Cal EMA by Resolution every three years, and

WHEREAS, the Cal EMA Form 130 hereby submitted by adoption of this Resolution shall be retroactive for any weather event(s) in February of 2024, and for all future disasters up to three years following the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Commission of SBIAA that:

1. The Recitals set out above are true and correct;
2. The Commission agrees to recognized emergency declarations and/or disasters proclaimed by the State of California and/or the County of San Bernardino.
3. The Commission authorizes the 2024 submission of Form 130;
4. The Commission designates the positions of Chief Executive Officer, Director of Administration, and the Director of Finance as the SBIAA's authorized agents to execute disaster requests and submit required paperwork on behalf of the SBIAA for all past, current, and future emergency situations and disasters up to three years following the date of this Resolution.

[SIGNATURE ON FOLLOWING PAGE]

The foregoing Resolution was PASSED, APPROVED AND ADOPTED this 28th day of February, 2024 by the following vote:

MOTION:

SECOND:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank Navarro, President
San Bernardino International Airport Authority

(SEAL)

Attest:

Jennifer Farris, Assistant Secretary of the Commission
San Bernardino International Airport Authority

I, Jennifer Farris, Assistant Secretary of the Commission of the San Bernardino International Airport Authority ("SBIAA") do hereby certify that the foregoing Resolution No. 2024-01 was duly and regularly passed and adopted by the SBIAA Commission at a Regular meeting thereof, held on the 28th day of February, and that the foregoing is a full, true and correct copy of said Resolution and has not been amended or repealed.

(SEAL)

Attest:

Jennifer Farris, Assistant Secretary of the Commission
San Bernardino International Airport Authority



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Commission OF THE San Bernardino International Airport Authority
(Governing Body) (Name of Applicant)

THAT Chief Executive Officer, OR
(Title of Authorized Agent)

Director of Finance, OR
(Title of Authorized Agent)

Director of Administration
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the San Bernardino International Airport Authority,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the San Bernardino International Airport Authority, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 28th day of February, 20 24

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

San Bernardino International Airport Authority, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the Commission
(Governing Body)

of the San Bernardino International Airport Authority on the _____ day of _____, 20____.
(Name of Applicant)

(Signature)

(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.


Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 9</p> <p>PRESENTER: Wendy McConaughey, FBO Manager</p>
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SUBJECT: APPROVE A 48-MONTH LEASE AGREEMENT WITH SOUTH BAY FORD, INC. FOR A 2024 LINCOLN NAVIGATOR IN AN AMOUNT NOT TO EXCEED \$88,983.52

SUMMARY

As Southern California's Premier FBO, Luxivair SBD provides amenities consistent with its brand identity. One such amenity includes luxury vehicles used in transporting flight crews and luggage to nearby destinations. Vehicle leasing offers the flexibility of upgrading and maintaining modern vehicles reflective of the Luxivair SBD brand. Staff obtained quotes from three (3) vendors, of which South Bay Ford, Inc. was the most cost-effective at \$88,983.52 over a four (4)-year lease period.

RECOMMENDED ACTION(S)

Approve a 48-month lease agreement with South Bay Ford, Inc. for a 2024 Lincoln Navigator in an amount not to exceed \$88,983.52; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this operating lease is included in the adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2023-24 Budget in the Luxivair-SBD (FBO) Fund, Account 50285 - Leased Equipment and Vehicles in the amount of \$450,000 of which \$16,000 is allocated to the amounts due at lease initiation and four lease payments for this fiscal year.

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

BACKGROUND INFORMATION

Luxivair SBD is recognized as Southern California's Premier FBO by flight crews and private passengers throughout the region and the country. Consistent with this brand identity, modern vehicles offer a luxury experience to FBO clientele through consistent and reliable delivery of the Luxivair SBD brand.

Staff solicited quotes from three (3) vendors. The most cost-effective bid was submitted by South Bay Ford, Inc. with an amounts due at lease initiation of \$10,500 less a \$5,500 rebate and monthly recurring cost of \$1,645.49 during the 48-month lease, for a total amount not to exceed \$83,983.52 over the lease term.

Staff recommends the Commission approve the above recommended action.

Attachments:

1. South Bay Inc
2. Palm Springs Lincoln
3. Redlands CDJR

1. Amount Due At Lease Signing or Delivery (Itemized Below) * \$ 10,500.00	2. Monthly Payments Your first monthly payment of \$ 1,645.49 is due on 02/20/2024, followed by 47 payments of \$ 1,645.49 due on the 21st day of each month. The total of Your monthly payments is \$ 78,983.52.	3. Other Charges (not part of Your monthly payment) Disposition Fee (if You do not purchase the Vehicle) 395.00 N/A N/A N/A N/A Total \$ 395.00	4. Total of Payments (The amount You will have paid by the end of the lease) \$ 88,233.03
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* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:		6. How the Amount Due At Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	\$ 6,840.52	a. Net trade-in allowance	\$ N/A
b. First monthly payment	1,645.49	b. Rebates and noncash credits	5,500.00
c. Refundable security deposit	N/A	c. Amount to be paid in cash	5,000.00
d. Title fees	N/A	d. N/A	N/A
e. Registration fees	1,303.44	Total	\$ 10,500.00
f. California tire fee	7.00		
g. Acquisition Fee	N/A		
h. Upfront taxes	618.55		
i. Electronic Vehicle Registration or Transfer Charge (not a governmental fee)	N/A		
j. Document Processing Charge (not a governmental fee)	85.00		
k. N/A	N/A		
l. N/A	N/A		
m. N/A	N/A		
n. N/A	N/A		
o. N/A	N/A		
p. N/A	N/A		
q. N/A	N/A		
r. N/A	N/A		
s. N/A	N/A		
t. N/A	N/A		
Total	\$ 10,500.00		

7. Your monthly payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 106,275.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (See Item 11)**	\$ 106,951.00
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost.	6,840.52
c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment.	100,110.48
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment.	50,197.50
e. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the lease term.	49,912.98
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	22,715.34
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge.	72,628.32
h. Lease payments. The number of payments in Your lease.	48
i. Base monthly payment.	1,513.09
j. Monthly sales / use tax.	132.40
k. Total monthly payment.	\$ 1,645.49
l. Lease term in months.	48

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, You must pay to Lessor \$0.25 per mile for each mile in excess of 30,005 miles shown on the odometer. See Items 21 and 25 and the WearCare Addendum if it is attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than \$1.00.

10. Purchase Option at End of Lease Term

☒ You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price plus a purchase option fee of \$ N/A if You are not in default. \$ 50,197.50 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price.

☐ You do not have the option to purchase the Vehicle at the end of the lease term. The second paragraph in Section 27, "VOLUNTARY EARLY TERMINATION AND PURCHASE OF THE VEHICLE," and any references to purchasing the vehicle under this lease do not apply.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.



New 2024

New 2024 Lincoln Navigator L Reserve

PLAY VIDEO

360 SPIN

[?Details](#)

MSRP

\$108,400

☒ Exterior: Gray

☐ Interior: Black

2023 MODEL YEAR

WAGONEER L SERIES III 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$77,220

JEEP WAGONEER L SERIES III 4X4
Exterior Color: Baltic-Gray Metallic Clear-Coat Exterior Paint
Interior Color: Global Black Interior Color
Interior: Nappa Leather-Trimmed Seats
Engine: Hurricane Twin Turbo with Stop/Start
Transmission: 8-Speed Automatic 8HP75 Transmission with ERS
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES

Wagoneer Client Services
 2-Speed On-Demand Transfer Case
 Selec-Terrain® System
 Hill Descent Control
 Differential Front-Axle with Disconnect
 Trac-Lok® Anti-Spin Rear Differential
 Anti-Lock 4-Wheel Disc Brakes
 Remote-Start System
 Adaptive Cruise-Control with Stop and Go
 Active Lane-Management System
 Full-Speed Forward-Collision Warning Plus
 ParkView® Rear Back-Up Camera
 ParkSense® Front and Rear Park-Assist with Stop
 Blind-Spot and Rear Cross-Path Detection
 Pedestrian Emergency-Braking
 Electronic Stability Control
 Hill-Start Assist
 Sentry Key® Theft-Deterrent System

INTERIOR FEATURES
 Uconnect® 5 Nav with 10.1-Inch Touch Screen Display
 10.25-Inch Cluster Display
 Apple CarPlay®
 Google Android Auto™
 4G LTE Wi-Fi Hot Spot with Trial Included
 GPS Navigation
 SiriusXM® 360L with 6-Month Sub Call 800-643-2112
 Wagoneer Connect (Connected Services) with Trial
 Alpine 9-Speaker System with Subwoofer
 Wireless Charging-Pad
 Air Conditioning with 3-Zone Automatic Temp Control
 Heated Steering Wheel
 Heated Front Seats
 Heated Second-Row Seats
 Ventilated Front Seats
 8-Way Power Adjustable Driver Seat
 8-Way Power Adjustable Front Passenger Seat
 3rd-Row Seat with 60/40 Power Fold/Recline
 8-Passenger Seating

EXTERIOR FEATURES
 20.0-Inch x 9.0-Inch Aluminum Wheels
 LED Headlamps
 Automatic High-Beam Headlamp
 Heated Exterior Mirrors
 Body Side-Steps
 Hands-Free Power Liftgate
 7-Pin and 4-Pin Wiring Harness
 Class IV Receiver-Hitch

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
 Baltic-Gray Metallic Clear-Coat Exterior Paint \$645

Customer Preferred Package 25N
 Convenience Group \$2,495

Rack Cargo Management System
 2nd-Row Manual Window-Shades
 360 Surround-View Camera
 Drowsy Driver Detection
 Parallel and Perpendicular Park-Assist with Stop
 Intersection Collision Assist System
 Traffic Sign Recognition
 Preferred Equipment Group \$1,995
 Head-Up Display
 Semi-Active Damping
 Quadra-Lift® Air Suspension

Destination Charge \$2,000

TOTAL PRICE: * \$84,355

WARRANTY COVERAGE
 5-year or 60,000-mile Powertrain Limited Warranty.
 3-year or 36,000-mile Basic Limited Warranty.
 Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR / 60,000 MILE
 POWERTRAIN WARRANTY**

Assembly Point/Port of Entry: WARREN, MICHIGAN, U.S.A. S.L. SHIP TO: SOLD TO:
 VIN: 1C4-SJSDP5PS-515065 L4-VON: 8539 0414-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.wagoneer.com
 or call 1-833-667-4825

FCA US LLC

EPA DOT

Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

These estimates reflect new EPA methods beginning with 2017 models.

19

MPG

16

city

23

highway

combined city/hwy

5.3

gallons per 100 miles

Standard SUV 4WD range from 14 to 102 MPGe.
 The best vehicle rates 132 MPGe.

You spend \$3,750 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$2,350

Fuel Economy & Greenhouse Gas Rating

(tailpipe only)

1

4

10

Best

This vehicle emits 476 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov.

Smog Rating

(tailpipe only)

1

6

10

Best

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and cost \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov
 Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION


FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 60%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 33%
 NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WARREN, MICHIGAN, U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: UNITED STATES

MOPAR

VEHICLE PROTECTION
 A PRODUCT OF FCA US LLC
 Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 10</p> <p>PRESENTER: Dave Graham, Airport Terminal Manager</p>
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SUBJECT: APPROVE AWARD OF A SERVICE AGREEMENT WITH CERTAPRO PAINTERS OF CORONA & TEMECULA VALLEY IN AN AMOUNT NOT TO EXCEED \$89,145 FOR DRYWALL REPAIRS AND INTERIOR PAINTING OF THE DOMESTIC TERMINAL

SUMMARY

Due to increased passenger activity, the Airport's domestic terminal is in the public's view daily. Recently, unsightly wall and ceiling damage in the terminal has been identified. To maintain all interior areas of the terminal, particularly those that are in the public's view, staff solicited quotes to repair drywall and paint the terminal walls and ceilings. Approval of this item will allow for drywall repairs and painting to be done at the domestic terminal in order to maintain the appearance of this important facility and ensure a positive passenger experience at the San Bernardino International Airport.

RECOMMENDED ACTION(S)

Approve award of a service agreement with CertaPro Painters of Corona & Temecula Valley in an amount not to exceed \$89,145 for drywall repairs and painting at the Domestic Terminal; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for these services is included in the adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2023-24 budget in the Capital Projects Fund, Account 52585 - Terminal Improvements in the amount of \$100,000, of which \$91,800 is available to fund this \$89,145 agreement.

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

BACKGROUND INFORMATION

Due to increased passenger activity, the domestic terminal is in the public's view daily. Recently, damage to walls and ceilings in the terminal has been identified. To maintain all interior areas of the domestic terminal, especially those in the public's view, staff solicited quotes to have drywall repairs and painting done to the walls and ceilings.

Six companies were solicited to provide quotes, of which two vendors were responsive. CertaPro Painters of Corona & Temecula Valley is the apparent lowest bidder for necessary drywall repairs and interior painting of the domestic terminal.

Solicited Companies:	Quote Amount:
CertaPro Painters of Corona & Temecula Valley	\$89,145.00
Ewing Paining	\$140,600.00
LeeKen Painting	Unresponsive
Precision Wall Covering	Unresponsive
Sun Tech Builders	Unresponsive
Horizon Pacific	Unresponsive

Staff recommends the Commission approve the above recommended action.

Attachments:

1. Bid Tabulation
2. CertaPro Quote_1 Upper Level Terminal
3. CertaPro Quote_2 Lower Level Terminal

SBIAA

TABULATION OF BIDS

Bid: Drywall repairs and Maintenance at the Domestic Terminal

Number of Bids Sent: 6

Number of Bids Received: 2

VENDOR:		Ewing Painting	CertaPro Painters of Corona & Temecula Valley	LeeKen Painting
PHONE:		760-910-1971	909-815-5902	(213) 268-0801
CONTACT:		Gabe@ewingpainting.net	Dmyers@certapro.com	leehk77213@gmail.com
ITEM	Domestic Terminal	Domestic Terminal	Domestic Terminal	Domestic Terminal
001	Upper Terminal	\$69,100.00	\$46,000.00	\$0.00
002	Lower Terminal	\$71,500.00	\$43,145.00	\$0.00
TOTAL :		\$140,600.00	\$89,145.00	UNRESPONSIVE

JOB SITE

San Bernardino Airport
 SB International Airport
 San Bernardino, CA 92408
 909-382-2382 X301
 dgraham@sbdairport.com

PREPARED BY

David Myers
 Franchise Owner
 909-815-5902
 DMyers@certapro.com



CLIENT

San Bernardino International Airport Authority
 1601 E. Third St.
 San Bernardino, CA 92408
 (909) 361-7917
 smcintyre@sbdairport.com

CLIENT CONTACTS

David Graham
W: 909-382-2382 X301
M: (760) 220-0014
E: dgraham@sbdairport.com

PRICING:

Base Price:	\$46,000.00
Subtotal:	\$46,000.00
Total:	\$46,000.00
Balance	\$46,000.00

GENERAL SCOPE OF WORK

Includes Lift rental and Scaffold Rental.

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies.
 Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Upper level - Drywall work			
Drywall work			
Upper level - Waiting area			
Ceiling	ProMar Ceiling-Vinyl Acrylic-Flat	GC / 0	Match Existing
Walls	ProMar 200 Zero VOC-Acrylic-Eggshell	GC / 0	Match Existing

NOTES

Thank you for allowing CertaPro Painters the opportunity to provide you a Proposal for your Painting Project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL ITEMS, AREAS AND COMPONENTS INCLUDED AS WELL AS THOSE EXCLUDED TO ENSURE THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF WORK. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE CONSIDERED EXCLUDED.

This offer is valid for 60 days.

ADDITIONAL NOTES

COLOR CONSULTATION:
 Upon receipt of deposit, we include up to 1 hour color consultation and color matching services as needed.

3rd COAT OF PAINT:

There are certain paint colors (especially bold deep colors and very light translucent colors) that require more than two (2) coats of paint to achieve proper coverage. At the time of the estimate CertaPro Painters may not know what customer's final color choice will be, therefore, CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.

PAYMENT METHODS:

We accept cash, checks and all major credit cards (add 3% fee).

If paying with check please make out to CertaPro Painters.

If paying by credit card please contact Vicky at 909-342-3254. Please note: we add 3% for all CC transactions to cover fee charged by credit card companies.

PAYMENT TERMS:

10% Deposit may be requested. Balance or payment in full is due upon completion of the project.

For information about our data collection and privacy practices, visit our privacy policy at <https://certapro.com/privacy-policy/>

SIGNATURES

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively “CertaPro”), taking photographs and video of the property identified in this Proposal (the “Content”). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property’s owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property’s owner, may have in connection with the Content.

Customer Initials

Date

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Corona & Temecula Valley**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

JOB SITE

San Bernardino Airport
 SB International Airport
 San Bernardino, CA 92408
 909-382-2382 X301
 dgraham@sbdairport.com

PREPARED BY

David Myers
 Franchise Owner
 909-815-5902
 DMyers@certapro.com



CLIENT

San Bernardino International Airport Authority
 1601 E. Third St.
 San Bernardino, CA 92408
 (909) 361-7917
 smcintyre@sbdairport.com

CLIENT CONTACTS

David Graham
W: 909-382-2382 X301
M: (760) 220-0014
E: dgraham@sbdairport.com

PRICING:

Base Price:	\$43,145.00
Subtotal:	\$43,145.00
Total:	\$43,145.00
Balance	\$43,145.00

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies.
 Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Lower level - Baggage			
Walls	ProMar 200 Zero VOC-Acrylic-Eggshell	GC / 0	Match Existing
Lower level - Check in area			
Walls	ProMar 200 Zero VOC-Acrylic-Eggshell	GC / 0	Match Existing
Lower level - Drywall work			
Drywall repair			
Lower level - Hallway			
Walls	ProMar 200 Zero VOC-Acrylic-Eggshell	GC / 0	Match Existing
Lower level - TSAHallway 1			
Walls	ProMar 200 Zero VOC-Acrylic-Eggshell	GC / 0	Match Existing
Lower level - TSAHallway 2			
Walls	ProMar 200 Zero VOC-Acrylic-Eggshell	GC / 0	Match Existing
Lower level - TSAHallway 3			
Walls	ProMar 200 Zero VOC-Acrylic-Eggshell	GC / 0	Match Existing

NOTES

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PLEASE CAREFULLY REVIEW ALL ITEMS, AREAS AND COMPONENTS INCLUDED AS WELL AS THOSE EXCLUDED TO ENSURE THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF WORK. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE CONSIDERED EXCLUDED.

This offer is valid for 60 days.

ADDITIONAL NOTES

COLOR CONSULTATION:

Upon receipt of deposit, we include up to 1 hour color consultation and color matching services as needed.

3rd COAT OF PAINT:

There are certain paint colors (especially bold deep colors and very light translucent colors) that require more than two (2) coats of paint to achieve proper coverage. At the time of the estimate CertaPro Painters may not know what customer's final color choice will be, therefore, CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.

PAYMENT METHODS:

We accept cash, checks and all major credit cards (add 3% fee).

If paying with check please make out to CertaPro Painters.

If paying by credit card please contact Vicky at 909-342-3254. Please note: we add 3% for all CC transactions to cover fee charged by credit card companies.

PAYMENT TERMS:

10% Deposit may be requested. Balance or payment in full is due upon completion of the project.

For information about our data collection and privacy practices, visit our privacy policy at <https://certapro.com/privacy-policy/>

SIGNATURES

<div></div>		<div></div>	
CertaPro Painters Authorized Signature	Date	Authorized Client Signature	Date
		Authorized Client Representative Name & Title	
		Client	

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively “CertaPro”), taking photographs and video of the property identified in this Proposal (the “Content”). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property’s owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property’s owner, may have in connection with the Content.

<div></div>	
Customer Initials	Date

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

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Name of Seller **CertaPro Painters of Corona & Temecula Valley**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.


FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 11</p> <p>PRESENTER: Jonathan Galvan, Airport Manager</p>
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SUBJECT: APPROVE AWARD OF MULTI-YEAR CONTRACT TO APPLE VALLEY COMMUNICATIONS IN AN AMOUNT NOT TO EXCEED \$98,580 FOR FIRE AND BURGLAR ALARM MONITORING SERVICES

SUMMARY

Approval of this item would award a one (1)-year contract with two (2)-each, one (1)-year extension options to Apple Valley Communications for fire and burglar alarm monitoring services for various SBIAA owned facilities.

RECOMMENDED ACTION(S)

Approve a one (1)-year contract with two (2)-each, one (1)-year extension options with Apple Valley Communications in an amount not to exceed \$98,580 over a three (3)-year period for fire alarm and burglar alarm monitoring on certain SBIAA owned buildings; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for these services is included in the adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2023-24 Budget in the General, Property Management, Luxivair-SBD (FBO) Funds, Account 50417- Security/Fire Alarm Monitoring in the amount of \$43,706 of which \$27,024 is allocated for these services.

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

BACKGROUND INFORMATION

Fire and Burglar alarm monitoring services allow for notification to the Airport when a fire alarm or burglar alarm is triggered. In addition, the services automatically dispatch fire and/or police to help in the response to an emergency of the inclusive facilities.

A Request for Quotes (RFQ) for Professional Fire and Burglar Alarm Monitoring was issued inviting qualified vendors to submit proposals to provide alarm monitoring of certain SBIAA owned buildings. Seven (7) vendors responded to the request and provided quotes.

Apple Valley Communications provided the apparent combined lowest cost proposal for alarm monitoring services with a cost for SBIAA owned buildings in the amount of \$98,580.00 over a three (3)-year term. An additional miscellaneous repairs amount is allotted at the established rates and charges submitted in the company's proposal, as required by the RFQ.

SBIAA owned buildings to be serviced include: Building 673 (Domestic Terminal), Building 610 (Guang Lin Cafe), Hangar 695 (UPS), Hangar 795 (FedEx), Hangar 763 (Aeropro and Unical), Building 730 (maintenance), Building 680 (fire station), Building 697 (belly cargo), Building 674 (hangar and offices), Building 794 (control tower), FBO Hangar (EJM hangar), Building 759 (UAS Center), SBD International Terminal, Building 339 (flight school), Building 56 (Thunder X), Sheriff's Hangar, and car rental facility (Hertz).

The SBIAA Fiscal Year 2023/24 budget includes funds for alarm monitoring of SBIAA owned buildings. The proposed contract with Apple Valley Communications for alarm monitoring services including all option periods would be \$98,580.00. Staff would allocate budget funds during future fiscal years to cover the remaining two (2)-year terms of the agreement.

Staff recommends the Commission approve the above recommended action.

Attachments:

1. Apple Valley Communications Proposal
2. Bid Tabulation



SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

INLAND VALLEY DEVELOPMENT AGENCY

REQUEST FOR QUOTE

For

**PROFESSIONAL ALARM MONITORING
SERVICES**

Issued: January 24, 2024

Submittal Deadline:

Wednesday, January 31, 2024

REQUIREMENTS AND SCOPE OF WORK

PROFESSIONAL ALARM MONITORING SERVICES

The San Bernardino International Airport Authority (SBIAA) and the Inland Valley Development Agency (IVDA) collectively referred to as, "AGENCY", is seeking quotes from qualified contractors ("Contractor") to provide Professional Alarm Monitoring Services at AGENCY owned properties.

Contractors shall provide a service quote for the following locations:

Equipment and Location Listing

SBIAA:

Building Number and Response Address	FACP Type	Phone Line #1
Building 56 (Thunder X) 115 N. Del Rosa Dr.	First Alert FA1600C	909-831-2393
Building 56 (North / South Areas) 115 N. Del Rosa Dr	Silent Knight 6700	909-831-2393
Bldg. 673 Terminal Building 105 N. Leland Norton Way	Notifier 3030D	909-831-2393
Bldg. 730 Business Suites 264 S. Leland Norton Way	Silent Knight 5104B	909-831-2393
Bldg. 759 Kelly Space 294 S. Leland Norton Way	Silent Knight 5208	909-831-2393
Bldg. 794 Control Tower 275 S. Leland Norton Way	First Alert FA1600C	909-831-2393
Bldg. 695 UPS Aircraft Hangar 105 S. Leland Norton Way	Silent Knight 5128	909-831-2393
Bldg. 795 FedEx Aircraft Hangar 285 S. Leland Norton Way	Silent Knight 5128	909-831-2393
Bldg. 763 Bays 1 & 2 255 S. Leland Norton Way	First Alert FA1600C	909-831-2393

Equipment and Location Listing

SBIAA Continued:

Building Number and Response Address	FACP Type	Phone Line #1
Bldg. 763 Bays 3 & 4 255 S. Leland Norton Way	Silent Knight 5208	909-831-2393
Bldg. 763 West Annex 255 S. Leland Norton Way	Notifier MF2-100	909-831-2393
Bldg. 675 Bonded Cargo 185 N. Leland Norton Way	Bosch D7024	909-382-4100
Bldg. 680 ARFF / Badging Offices 165 S. Leland Norton Way	Notifier MFS 320	909-831-2393
Bldg. 674 Washrack 225 N. Leland Norton Way	Silent Knight 5128	909-831-2393
Bldg. 674 Offices 225 N. Leland Norton Way	Bosch D7024	909-831-2393
Bldg. 601 IAF 275 N. Leland Norton Way	Bosch D7024	909-831-2393
Bldg. 341 Flight School Hangar 2895 East "U" Street	Silent Knight 5104B	Wireless
Bldg. 333 Hangar Space 3005 East "U" Street	Firelite 411UDAC	Wireless
Bldg. 602 Luxivair SBD (Main FBO) 295 N. Leland Norton Way	Bosch D7024	909-831-2393
Bldg. 603 FBO Hangar (EJM) 2027 Perimeter Road	Bosch D7024	949-756-1111
Cargo Building (East) 215 N. Leland Norton Way	Honeywell 128FBP	909-382-4100
Sherriff's Hangar 199 N. Hangar Way	Silent Knight 5104B	Wireless
Bldg. 180 GA Hangars Multi-Tenant 199 N. Hangar Way	DMP XR150FC / XR550FC	Wireless
Bldg. 190 GA Hangar Executive 199 N. Hangar Way	DMP XR150FC / XR550FC	Wireless

Equipment and Location Listing

IVDA:

Building Number and Response Address	FACP Type	Phone Line #1
Bldg. 58	Silent Knight 5808	909-556-1383
195 N. Del Rosa Dr.		
Bldg. 48 Airport Administration	Firelite 9200UD	909-382-4100
1601 East 3rd St.		
DFAS I SBD County Offices	Silent Knight 5808	909-890-0018
111 E Mill St.		
BURGLAR ALARMS		
DFAS I SBD County	Honeywell 128BP	909-890-0018
1111 E. Mill St.		
DFAS I Child Care Center	Honeywell 128BP	909-890-0018
1111 E. Mill St.		

REQUIREMENTS:

General Requirements:

The contractor will provide all labor, equipment, and materials for quarterly and annual maintenance and testing for security monitoring and in accordance with the NFPA and the California Fire Code for fire monitoring. The monitoring shall include system signals including but not limited to fire, security, panic, and low battery. Monitoring shall include 24-hour per day/7 days per week central station monitoring of fire and security alarm systems regardless of brand. Monitoring will include 24-hour immediate notification to the San Bernardino County Fire Authority and the City of San Bernardino's Public Works Superintendent. The monitoring station must be UL-listed and certified. The vendor will provide dispatching special instructions as required and provide the AGENCY with control of code management and contact lists. The vendor will provide reports to the AGENCY, including the number of people to contact, alarm reports, alarm verification, and others as determined by the AGENCY. The vendor will maintain history/reports/logs for easy retrieval for at least three (3) months and archive history/reports/logs for at least five (5) years. If any additional equipment, or replacement of existing equipment, is required by the vendor for monitoring purposes, the equipment and associated costs (installation, additional phone line, etc.) must be listed on the Bid quote Form of this document with a description pertaining to why equipment, or a change of equipment, is necessary. **In the case any panel requires replacement, the new panel installed is to be non-proprietary. Deviation from this requirement shall result as cause for termination of this service contract, and financial responsibility for labor and material to replace the proprietary panels.**

Annual Testing/Maintenance Schedule and Work Log:

Annual testing and routine maintenance costs shall be included in the quote. The annual required testing of the fire alarm panels, and related equipment shall be in accordance with NFPA 72 test methods and current California Fire Code. In addition, the AGENCY currently has Seven (7) elevators in operation. Vendors shall also include pricing for the annual elevator recall testing with the Agency's elevator contractor. Vendors shall include in their proposals a brief description of their testing methodology and the estimated time frame to perform the testing. All alarm testing except for elevator recall tests shall be performed with a minimum of one (1) weeks notice to the AGENCY to allow for notification of tenants. Vendors shall include the appropriate labor rates in their proposals.

Notification and Service Records:

Alarms Notification The selected vendor will be responsible for the initial programming/reprogramming of all alarm panels to dial to the appropriate central station. The AGENCY will only compensate the selected vendor for one (1) programming visit per site. Any needed coordination with third-party alarm vendors shall be accounted for in the vendor's quote and planned for in advance. Please note that seven (7) facilities are currently equipped with cellular dialers. The AGENCY will provide a call list for the selected vendor at the time of contract issuance. The vendor shall automatically dispatch the police for all security and panic alarms. Fire alarm faults and supervisory alarms only need to be reported to the Public Works Department. The vendor shall keep a record of all alarms. The record shall include the time received, the time that the AGENCY was notified, and any other pertinent information, such as the time of police dispatch, etc.

Standard Response Time and Emergency Response Time:

The selected vendor shall respond to all on-call maintenance requests for the listed alarms. Requests may include but are not limited to repairs/updating of the existing security alarm control panels, communicators and associated control equipment, power supplies, standby batteries, and chargers, intrusion system keypads, motion detectors, glass break sensors, panic alarms, audible devices, and other pertinent equipment to the security alarm system. Also included is the repair/updating of the existing fire alarm control panels, communicators and associated control equipment, power supplies, standby batteries and chargers, annunciator stations, equipment sensors, heat detectors, duct detectors, smoke detectors, fire dampers, and related sensors, tamper sensors and other pertinent equipment.

The vendor shall respond to non-urgent maintenance items within **24 hours** of notification. The vendor shall respond to urgent maintenance items within **4 hours** of notification. The following items will be considered an urgent need for the AGENCY: repeating active fire alarms due to malfunctioning sensors, supervisory alarms related to the fire suppression systems, any alarm fault that deactivates an HVAC or ventilation system, malfunctioning exterior door security sensors, keypad malfunctions, and other related issues that could result in compromised building security or fire risk. If the above-mentioned response times are exceeded without prior approval from the AGENCY, there shall be no labor cost charged for the initial call back. Repeated noncompliance with this requirement may be cause for the termination of the agreement.

Supplemental Item:

The AGENCY desires to have all the alarm systems listed in this RFQ accessible from a mobile application to view statuses and faults. Vendors may propose this type of system integration as a separate line item. Any proposals received will be considered a value-added benefit when evaluating the respective vendor's "Approach to Work" evaluation criterion.

SCOPE OF WORK

The following Scope of Work is desired by the AGENCY. The Vendor's quote must address how they will deliver the indicated services. Project tasks shall include but are not necessarily limited to those items noted below. If the Vendor believes that additional tasks are warranted, they must be clearly identified in the Vendor's quote as an "Add Alternate."

The AGENCY plans to award the successful proposer a Services Contract for a one (1) year period with an optional two (2) one-year extensions

- I. For all wet pipe systems, the Contractor shall perform scheduled testing in conformance with current National, State, and Local fire codes, as may be amended from time to time. The Contractor shall coordinate the testing schedule (hours + days/each building) with the Airport personnel at least 2 weeks prior to the proposed testing date – all testing (for a particular quarter, semi-annual, annual, etc.) shall be conducted within the same week.
- II. For open-head deluge fire systems, the Contractor shall perform scheduled testing in conformance with current National, State, and Local fire codes, as may be amended from time to time. The contractor shall coordinate the testing schedule (hours + days/each building) with Airport personnel at least 2 weeks prior to the proposed testing date- all testing (for a particular quarter, semi-annual, annual, etc.) shall be conducted within the same week. All testing of the open-head deluge fire systems must be conducted in conjunction with SBIAA personnel.
- III. Contractor shall hold at the time of quote submission and maintain an active Contractor's License as required by the State of California for Alarm Monitoring and servicing throughout the term of Contract.
- IV. Continual monitoring services shall be provided for each building identified on Location/Price Sheet herein on a 24 hours/day 365 days/year basis.
- V. For the purposes of this RFQ, Business Hours shall be defined as: 8am to 5pm Pacific Standard Time, 7 days/week.
- VI. Automated daily fire/burglar system status checks (test timers) for all Contractor monitored, SBIAA and IVDA owned buildings shall be performed and reported during Business Hours 8:00 AM to 1:00 PM Pacific Standard Time.
- VII. The primary contacts are as follows:
Fire alarms for all buildings:
First = Operations: 909-556-1383
If no answer, call Second: 909-800-7259
If no answer, call Third: 909-638-5109
Burglar alarms for all buildings:
First – Operations on Duty: 909-831-2393
If no answer, call Second: Security Rover 1: 909-831-2393
If no answer, call Third: Maintenance on Call: 909-893-0415
- VIII. The secondary and tertiary phone numbers shall only be utilized in the event that contact cannot be made via the primary phone number.
- IX. Invoices shall be paid NET30 days after receipt of invoice, only after all services have been rendered. If monthly charges are invoiced prior to the end of that particular billing period, those invoices shall be paid NET30 days after end of billing period.
- X. Monitoring services rendered to the IVDA and SBIAA owned buildings shall be invoiced separately. IVDA Invoices shall not contain references to SBIAA, and vice versa.

- XI. Invoices shall clearly indicate the work or services performed, and dollar amounts being billed for each building using the building descriptions provided on Page 2 herein. Scheduled testing services shall be included in the monthly cost of monitoring services.
- XII. All fire monitoring panels, and detection equipment are the property of the SBIAAA or IVDA.
- XIII. Repair services shall be invoiced separately from monthly monitoring service invoices.
- XIV. All monitoring panels and equipment shall be open source to allow for any monitoring company to program (open source).

RFQ: PROFESSIONAL ALARM MONITORING SERVICES

SBIAA Bid Sheet

Contractor's bidding on this project shall be properly licensed in the State of California in the classification as designed in the Additional Contractor Requirements and shall satisfy the State as to their license qualifications. Contractors must be registered and provide proof of registration with the Department of Consumer Affairs.

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFQ as follows:

SERVICE DESCRIPTION	YEAR 1 2024-2025	OPTIONAL YEAR 2 2025-2026	OPTIONAL YEAR 3 2026-2027
Monthly monitoring (Fire & Burglar total)	\$ 11,880.00	\$ 11,880.00	\$ 11,880.00
Tests/Inspection services	\$ 20,980.00	\$ 20,980.00	\$ 20,980.00
Total Cost (all SBIAA sites)	\$ 32,860.00	\$ 32,860.00	\$ 32,860.00

(Contractor to provide detailed location rate sheet-see following pages)

Proposer's Hourly Service Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services that are outside the scope of services of the Professional Alarm Monitoring Services Contract and shall not be part of your quoted fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: \$ 130.00	After-hours, Hourly Rate: \$ 175.00
Weekend On-Call, Hourly Rate:\$ 175.00	Holiday On-Call, Hourly Rate: \$ 175.00
Parts/Supply Mark-up %: 30%	Additional Costs (specify):

Contractor Signature _____

RFQ: PROFESSIONAL ALARM MONITORING SERVICES

IVDA Bid Sheet

Contractor's bidding on this project shall be properly licensed in the State of California in the classification as designed in the Additional Contractor Requirements and shall satisfy the State as to their license qualifications. Contractors must be registered and provide proof of registration with the Department of Consumer Affairs.

The Contractor has carefully checked all figures and understands that the IVDA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFQ as follows:

SERVICE DESCRIPTION	YEAR 1 2024-2025	OPTIONAL YEAR 2 2025-2026	OPTIONAL YEAR 3 2026-2027
Monthly monitoring (Fire & Burglar total)	\$ 1,860.00	\$ 1,860.00	\$ 1,860.00
Tests/Inspection services	\$ 2,875.00	\$ 2,875.00	\$ 2,875.00
Total Cost (all IVDA sites)	\$ 4,735.00	\$ 4,735.00	\$ 4,735.00

(Contractor to provide detailed location rate sheet-see following pages)

Proposer's Hourly Service Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services that are outside the scope of services of the Professional Alarm Monitoring Services Contract and shall not be part of your quoted fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: \$ 130.00	After-hours, Hourly Rate: \$ 175.00
Weekend On-Call, Hourly Rate:\$ 175.00	Holiday On-Call, Hourly Rate: \$ 175.00
Parts/Supply Mark-up %: 30%	Additional Costs (specify):

Contractor Signature _____

RFQ: PROFESSIONAL ALARM MONITORING SERVICES

SBIAA LOCATION RATE SHEET

Building Number and Response Address	Monthly Monitoring	Test/ Inspection Fees	Site Total
Building 56 (Thunder X)			
115 N. Del Rosa Dr.	\$ 35.00	\$ 595.00	\$ 630.00
Building 56 (North / South Areas)			
115 N. Del Rosa Dr	\$ 35.00	\$ 595.00	\$ 630.00
Bldg. 673 Terminal Building			
105 N. Leland Norton Way	\$ 35.00	\$ 1195.00	\$ 1230.00
Bldg. 730 Business Suites			
264 S. Leland Norton Way	\$ 35.00	\$ 595.00	\$ 630.00
Bldg. 759 Kelly Space			
294 S. Leland Norton Way	\$ 35.00	\$ 1395.00	\$ 1430.00
Bldg. 794 Control Tower			
275 S. Leland Norton Way	\$ 35.00	\$ 1095.00	\$ 1130.00
Bldg. 695 UPS Aircraft Hangar			
105 S. Leland Norton Way	\$ 35.00	\$ 995.00	\$ 1030.00
Bldg. 795 FedEx Aircraft Hangar			
285 S. Leland Norton Way	\$ 35.00	\$ 795.00	\$ 830.00
Bldg. 763 Bays 1 & 2			
255 S. Leland Norton Way	\$ 35.00	\$ 995.00	\$ 1030.00
Bldg. 763 Bays 3 & 4			
255 S. Leland Norton Way	\$ 35.00	\$ 795.00	\$ 830.00
Bldg. 763 West Annex			
255 S. Leland Norton Way	\$ 35.00	\$ 995.00	\$ 1030.00
Bldg. 675 Bonded Cargo			
185 N. Leland Norton Way	\$ 35.00	\$ 595.00	\$ 630.00
Bldg. 680 ARFF / Badging Offices			
165 S. Leland Norton Way	\$ 35.00	\$ 1595.00	\$ 1630.00

SBIAA LOCATION RATE SHEET CONTINUED

Building Number and Response Address	Monthly Monitoring	Test/ Inspection Fees	Site Total
Bldg. 674 Washrack			
225 N. Leland Norton Way	\$ 35.00	\$ 595.00	\$ 630.00
Bldg. 674 Offices			
225 N. Leland Norton Way	\$ 35.00	\$ 695.00	\$ 730.00
Bldg. 601 IAF			
275 N. Leland Norton Way	\$ 35.00	\$ 1595.00	\$ 1630.00
Bldg. 341 Flight School Hangar			
2895 East "U" Street	\$ 65.00	\$ 595.00	\$ 660.00
Bldg. 333 Hangar Space			
3005 East "U" Street	\$ 65.00	\$ 595.00	\$ 660.00
Bldg. 602 Luxivair SBD (Main FBO)			
295 N. Leland Norton Way	\$ 35.00	\$ 695.00	\$ 730.00
Bldg. 603 FBO Hangar (EJM)			
2027 Perimeter Road	\$ 35.00	\$ 695.00	\$ 730.00
Cargo Building (East)			
215 N. Leland Norton Way	\$ 35.00	\$ 595.00	\$ 630.00
Sherriff's Hangar			
199 N. Hangar Way	\$ 65.00	\$ 1595.00	\$ 1660.00
Bldg. 180 GA Hangars Multi-Tenant			
199 N. Hangar Way	\$ 65.00	\$ 495.00	\$ 560.00
Bldg. 190 GA Hangar Executive			
199 N. Hangar Way	\$ 65.00	\$ 595.00	\$ 660.00
Total			\$ 32,860.00

RFQ: PROFESSIONAL ALARM MONITORING SERVICES

IVDA LOCATION RATE SHEET

Building Number and Response Address	Monthly Monitoring	Test/ Inspection Fees	Site Total
Bldg. 58			
195 N. Del Rosa Dr.	\$ 35.00	\$ 695.00	\$ 730.00
Bldg. 48 Airport Administration			
1601 East 3rd St.	\$ 35.00	\$ 695.00	\$ 730.00
DFAS I SBD County Offices			
111 E Mill St.	\$ 35.00	\$ 695.00	\$ 730.00
DFAS I SBD County			
1111 E. Mill St.	\$ 25.00	\$ 395.00	\$ 420.00
DFAS I Child Care Center			
1111 E. Mill St.	\$ 25.00	\$ 395.00	\$ 420.00
Total \$ 4,735.00			

Form of an Agreement-Do not execute;
example purposes only

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

"VENDOR NAME"

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective Month, date, 2023, 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 NAME OF VENDOR (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 be in effect for (1) one-year term with the option to extend (2) two additional, one-year terms, expiring on Month, date, 2027 (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 professional 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 (\$XX,XXX.XX) 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

Form of an Agreement-Do not execute;
example purposes only

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:

SBD-AP@sbdairport.com

-OR-

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 professional 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.

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example purposes only

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 | Inland Valley Development Agency
Attention: Chief Executive Officer
1601 E. Third Street, Suite 100
San Bernardino, CA 92408

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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

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example purposes only

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:

Name and address

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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)

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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

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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

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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. **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.

23. **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.

24. **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.

25. **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.

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26. 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.

27. 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.

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

29. 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.

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

31. 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.

32. 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]

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.

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SBIAA

Dated: _____

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jennifer Farris,
Assistant Secretary of the Commission

Approved as to form and legal content:

Scott Huber: Legal Counsel

Consultant

Dated: _____

By: _____
Name:
Title:

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EXHIBIT A

SCOPE OF SERVICES

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EXHIBIT B
SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer

Director of Aviation

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



SBIAA TABULATION OF BIDS

Bid: RFQ Professional Alarm Monitoring Services
Due Date: Thursday, February 8, 2024

Number of Bids Sent: 8

Number of Quotes Received: 7


VENDOR:		AM-TEC Security			Apple Valley Communications			Red Star Fire Protection		
PHONE:		1-800-609-2527			760-247-2668			909-560-9638		
CONTACT:		Jeff Torok			Arsalee Morales			Shelly Berg		
ITEM	SERVICE DESCRIPTION	Year One Total:	Optional Year Two Total:	Optional Year Three Total:	Year One Total:	Optional Year Two Total:	Optional Year Three Total:	Year One Total:	Optional Year Two Total:	Optional Year Three Total:
1	Monthly Monitoring (Fire & Burglar)	\$10,386.00	\$10,386.00	\$10,386.00	\$11,880.00	\$11,880.00	\$11,880.00	\$18,720.00	\$18,720.00	\$18,720.00
2	Test/Inspection Services	\$10,325.00	\$10,325.00	\$10,325.00	\$20,980.00	\$20,980.00	\$20,980.00	\$15,780.00	\$15,780.00	\$15,780.00
Total Service Cost:		\$20,711.00	\$20,711.00	\$20,711.00	\$32,860.00	\$32,860.00	\$32,860.00	\$34,500.00	\$34,500.00	\$34,500.00
3 Year Contract Total:		\$62,133.00			\$98,580.00			\$103,500.00		
Total Misc. Cost: Years 1-3		Hourly Rates:	Est. Hours per Year (for example purposes only):		Hourly Rates:	Est. Hours per Year (for example purposes only):		Hourly Rates:	Est. Hours per Year (for example purposes only):	
Normal Hourly Rate		\$ 150.00	24	\$ 3,600.00	\$ 130.00	24	\$ 3,120.00	\$ 125.00	24	\$ 3,000.00
After-hours Hourly Rate		\$ 195.00	24	\$ 4,680.00	\$ 175.00	24	\$ 4,200.00	\$ 165.00	24	\$ 3,960.00
Weekend On-call Hourly Rate		\$ 175.00	24	\$ 4,200.00	\$ 175.00	24	\$ 4,200.00	\$ 165.00	24	\$ 3,960.00
Holiday Hourly Rate		\$ 250.00	24	\$ 6,000.00	\$ 175.00	24	\$ 4,200.00	\$ 185.00	24	\$ 4,440.00
Parts Mark up %		10%			30%			35%-50% (depends on price point)		
Additional Costs (if applicable)		N/A			N/A			\$65 Service Call/Mileage per trip		
VENDOR:		West Coast Fire & Integration			American West Coast Security, Inc.			Convergint		
PHONE:		714-957-5750			800-368-2927			714-883-0941		
CONTACT:		Laurence Abbasi			Wendy Jurgensen			Jake Bargas		
ITEM	SERVICE DESCRIPTION	Year One Total:	Optional Year Two Total:	Optional Year Three Total:	Year One Total:	Optional Year Two Total:	Optional Year Three Total:	Year One Total:	Optional Year Two Total:	Optional Year Three Total:
1	Monthly Monitoring (Fire & Burglar)	\$11,760.00	\$11,760.00	\$11,760.00	\$33,060.00	\$33,060.00	\$33,060.00	\$10,380.00	\$10,690.00	\$11,010.00
2	Test/Inspection Services	\$22,850.00	\$22,850.00	\$22,850.00	\$5,030.00	\$5,030.00	\$5,030.00	\$37,085.00	\$38,197.00	\$39,342.00
Total Service Cost:		\$34,610.00	\$34,610.00	\$34,610.00	\$38,090.00	\$38,090.00	\$38,090.00	\$47,465.00	\$48,887.00	\$50,352.00
3 Year Contract Total:		\$103,830.00			\$114,270.00			\$146,704.00		
Total Misc. Cost: Years 1-3		Hourly Rates:	Est. Hours per Year (for example purposes only):		Hourly Rates:	Est. Hours per Year (for example purposes only):		Hourly Rates:	Est. Hours per Year (for example purposes only):	
Normal Hourly Rate		\$ 130.00	24	\$ 3,120.00	\$ 170.00	24	\$ 4,080.00	\$ 170.00	24	\$ 4,080.00
After-hours Hourly Rate		\$ 165.00	24	\$ 3,960.00	\$ 250.00	24	\$ 6,000.00	\$ 255.00	24	\$ 6,120.00
Weekend On-call Hourly Rate		\$ 185.00	24	\$ 4,440.00	\$ 385.00	24	\$ 9,240.00	\$ 340.00	24	\$ 8,160.00
Holiday Hourly Rate		\$ 205.00	24	\$ 4,920.00	\$ 510.00	24	\$ 12,240.00	\$ 340.00	24	\$ 8,160.00
Parts Mark up %		20%			20%			25%		
Additional Costs (if applicable)		\$80 Same Day Emergency Fee			N/A			\$80 Truck Charge Per Visit		



SBIAA TABULATION OF BIDS CONTINUED

Bid: RFQ Professional Alarm Monitoring Services
Due Date: Thursday, February 8, 2024

VENDOR:		GB Tech Systems		
PHONE:		1-888-345-9117		
CONTACT:		Dennis Garcia		
ITEM	SERVICE DESCRIPTION	Year One Total:	Optional Year Two Total:	Optional Year Three Total:
1	Monthly Monitoring (Fire & Burglar)	\$39,168.00	\$39,168.00	\$41,909.00
2	Test/Inspection Services	\$14,832.00	\$14,832.00	\$15,870.00
<i>Total Service Cost:</i>		<i>\$54,000.00</i>	<i>\$54,000.00</i>	<i>\$57,779.00</i>
3 Year Contract Total:		\$165,779.00		
Total Misc. Cost: Years 1-3		Hourly Rates:	Est. Hours per Year (for example purposes only):	
Normal Hourly Rate		\$ 144.00	24	\$ 3,456.00
After-hours Hourly Rate		\$ 216.00	24	\$ 5,184.00
Weekend On-call Hourly Rate		\$ 252.00	24	\$ 6,048.00
Holiday Hourly Rate		\$ 252.00	24	\$ 6,048.00
Parts Mark up %				10%
Additional Costs (if applicable)				N/A

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 12</p> <p>PRESENTER: Darrell Hale, Property Manager</p>
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SUBJECT: ACKNOWLEDGE EARLY TERMINATION OF LEASE WITH GUANG LIN CAFÉ, LLC AND APPROVE THE FORM OF A FIVE-YEAR LEASE AGREEMENT WITH BAJA KING FISH TACOS, INC. FOR BUILDING NO. 610

SUMMARY

The proposed lease with Baja King Fish Tacos, Inc. would be for the fast-food restaurant building No. 610 consisting of approximately 3,456 square feet located at 157 S. Del Rosa Avenue, San Bernardino, CA. Baja King Fish Tacos currently operates a food truck and trailer at 499 W. Orange Show Rd. in San Bernardino.

RECOMMENDED ACTION(S)

Approve a five-year lease agreement with Baja King Fish Tacos, Inc. for Building No. 610; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

Increase in estimated revenue of \$5,293. The adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2021-22 Budget in the Property Management Fund, Account 41700 - Lease Revenue in the amount of \$10,938,655 will increase by \$5,293 to \$10,943,948 to record the estimated revenue from this agreement.

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

BACKGROUND INFORMATION

Baja King Fish Tacos is a California Corporation and its ownership and management team have over thirty (30) years of restaurant ownership and management experience. Its Chief Executive Officer, Ms Cinthya Ruiz, is a San Bernardino resident and is planning to upgrade the facility by renovating the former drive-thru portion of the restaurant as soon as possible. SBIAA development staff has reviewed the drive-thru upgrade plans and estimates provided by Baja King Fish Tacos. The total cost of this improvement to the restaurant site totals approximately \$50,000.00.

Baja King Fish Tacos and its Mexican food concept offers an exceptional and upscale menu offering fresh ingredients with no artificial additives and made from scratch daily. They currently offer catering services to corporate clients within the sphere of influence of SBIAA such as Amazon.

The principal terms of the agreement by and between SBIAA and Baja Fish Tacos are as follows:

Lease Term: Five (5) years, with provision of One (1), Five-year option to extend the term.

Premises: Approximately 3,456 square feet of rentable building space situated on approximately 1.1 acres of land.

Condition of Premises: Lessee to take possession of the Premises in its “as-is” condition.

Maintenance: Lessee to shall maintain all portions of the Premises as set forth in the Lease at its sole cost and expense, except for the building’s roof, structural supports and foundation which shall be the responsibility of SBIAA.

Base Rent: \$1.00 per square foot per month, subject to annual CPI increases.

Security Deposit: Equal to two (2) month’s rent provided upon execution of Lease.

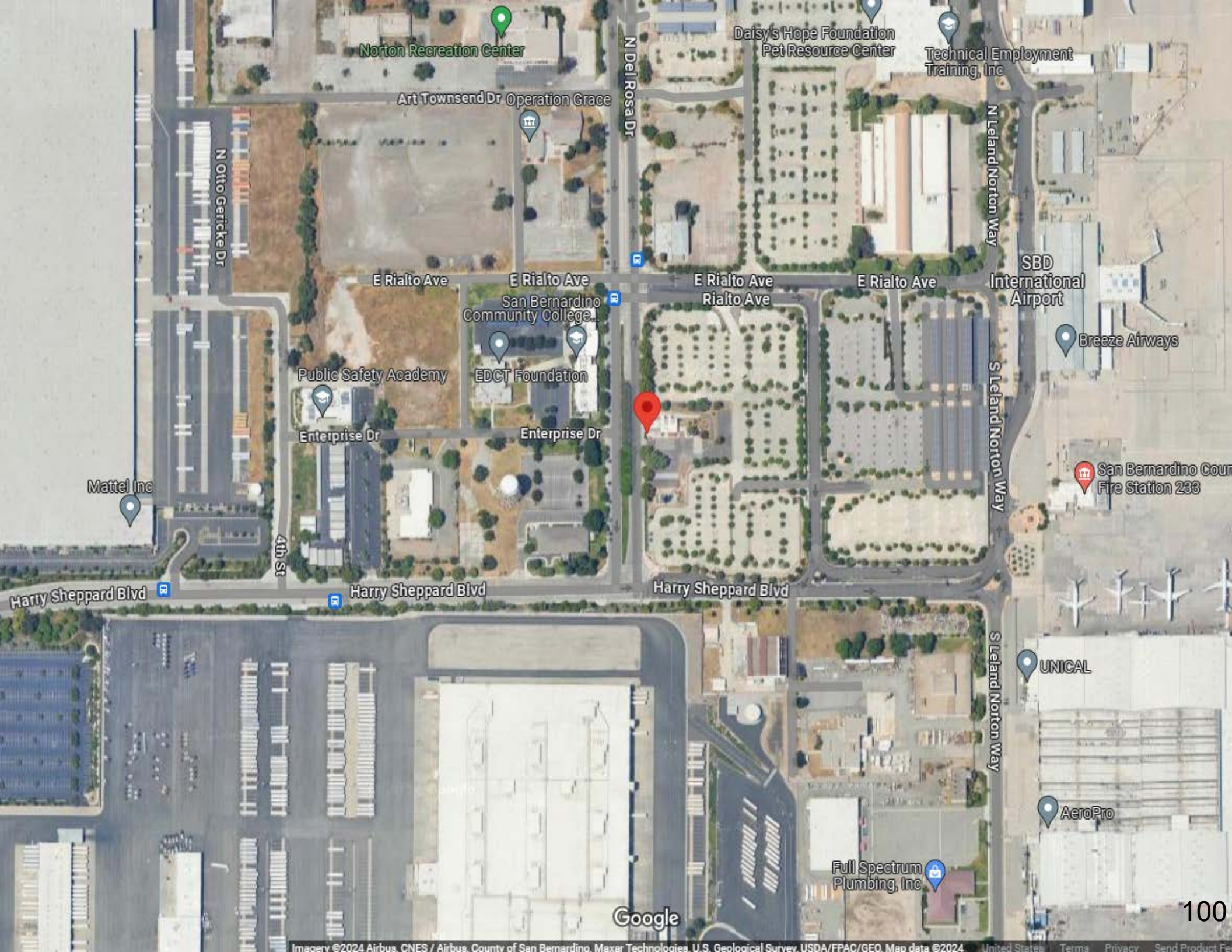
Commencement Date: Upon mutual execution of the lease agreement by Lessee and SBIAA.

Monthly lease revenue of \$2,413.55 (\$28,962.60 annually).

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

Attachments:

1. Site Map
2. Lease Exhibit
3. Form of Lease



Norton Recreation Center

Art Townsend Dr Operation Grace

Daisy's Hope Foundation
Pet Resource Center

Technical Employment
Training, Inc

N Otto Gericke Dr

N Del Rosa Dr

N Leland Norton Way

E Rialto Ave

E Rialto Ave

E Rialto Ave

E Rialto Ave

SBD
International
Airport

San Bernardino
Community College

Public Safety Academy

EDCT Foundation

Breeze Airways

Enterprise Dr

Enterprise Dr

San Bernardino Coun
Fire Station 233

Mattel Inc

4th St

Harry Sheppard Blvd

Harry Sheppard Blvd

S Leland Norton Way

UNICAL

AeroPro

Full Spectrum
Plumbing, Inc

Google

100



Google Earth



100 ft

AIRPORT LEASE NO. _____

**SAN BERNARDINO INTERNATIONAL
AIRPORT AUTHORITY**

BUILDING NUMBER 610 LEASE

between

**SAN BERNARDINO INTERNATIONAL
AIRPORT AUTHORITY,
a California
Joint Powers Authority,
as Lessor**

and

**Baja King Fish Tacos, Inc., a California Corporation
as Lessee**

LEASE OF BUILDING NO. 610

THIS LEASE OF BUILDING NO. 610 (this “Lease” or “Agreement”) is dated as of March 1, 2024, by and between the San Bernardino International Airport Authority, a joint powers authority organized under the laws of the State of California (the “Lessor” or “SBIAA”), and Baja King Fish Tacos Inc., a California Corporation (the “Lessee”).

ARTICLE 1. AGREEMENT

Section 1.1 Lessor agrees to lease to Lessee approximately Three Thousand Four Hundred fifty-six (3,456) square feet of space in Building No. 610, located at 157 S. Del Rosa Avenue, San Bernardino, CA 92408, together with any and all improvements (the “Premises”) as described in more detail in the attached Exhibit “A.”

Section 1.2 Lessee will be entitled to twenty-four (24) hour use of the Premises for the purpose of operating a fast food restaurant serving multi-ethnic cuisine on the Premises, as well as for uses normally incident to that purpose, and for no other purpose.

ARTICLE 2. TERM/OPTION

Section 2.1 This Lease shall commence on March 1, 2024 (the “Commencement Date”) and continue for a period of five (5) years terminating on February 28, 2029 (the “Expiration Date”), unless terminated or extended in accordance with the provisions of this Lease.

Section 2.2 Lessor will allow the Lessee to take Early Possession of the Premises commencing on the date when Lessee executes this Lease. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay rent shall be abated for the period of such Early Possession. All other terms of this Agreement (including, but not limited to, the obligations to pay any taxes and insurance premiums and to maintain the Premises) shall, however, be in effect during any such Early Possession. Early Possession shall not affect the Expiration Date.

Section 2.3 Lessor provides Lessee one (1) option to extend this Lease for an additional Five (5) year term (the “Option”) subject to the Lessor’s rights (including Lessor’s Option Termination Right), as set forth in more detail below. Lessee may not exercise the Option if Lessee is in default under this Agreement. Such option shall be a mutual option to extend term required with a minimum of Sixty (60) days advanced written notice by Lessee to Lessor indicating Lessee’s intent to exercise option and requiring Lessor’s consent to provide such option to extend the term after receipt and review of such notice.

Section 2.4 Lessee acknowledges that the Premises are the property of Lessor and is subject to conditions and restrictions imposed by the Federal Aviation Administration (“FAA”). At any time prior to the Expiration Date, Lessor expressly reserves the right to terminate Lessee’s Option (“Lessor’s Option Termination Right”) in the sole discretion of the Lessor, subject to the provisions of Section 7.2, if the Lessor determines that the Premises are required

for another use to serve the benefit of Lessor, other than a restaurant or related activity. Notice that Lessor exercises Lessor's Option Termination Right will be provided to Lessee in writing at least 60 days prior to the Expiration Date of the original five (5) year term of this Lease.

Section 2.5 Lessee may exercise its Option to extend the term of the Lease for an additional period of Five (5) years beyond the Expiration Date, provided that Lessee is not in default under the terms of this Lease, the Lessor has not exercised its Option Termination Right, and Lessee delivers to Lessor a detailed written notice clearly indicating its desire to extend the duration of the Lease (the "Option Notice") no less than 180 days, and no more than 120 days, prior to the Expiration Date. Lessor shall have 15 days from receipt of the Option Notice to reject and invalidate the Option Notice, as set forth in Section 2.4, by serving a notice of its exercise of Lessor's Option Termination Right subject to the conditions under Article 11.

ARTICLE 3. SECURITY DEPOSIT AND GUARANTEES

Section 3.1 Upon execution of this Agreement, Lessee shall provide to Lessor a security deposit of Six Thousand Nine Hundred Twelve and No/100 Dollars (\$6,912.00) as security for Lessee's faithful performance of the obligations under this Lease. Upon termination of this Agreement, if Lessee is not in default and the Premises are returned to the Lessor in a condition "as good" or "better than" the condition as of the Commencement Date, Lessor shall remit to Lessee, within thirty (30) calendar days after such termination, the full amount of the deposit. If Lessee fails to pay rent or otherwise defaults under this Lease, Lessor may use, apply or retain all or any portion of the security deposit for payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage that Lessor may incur as a result of Lessee's default. Lessor reserves the right to draw upon the security deposit, either in whole or in part, in the event that: i) Lessee fails to pay any installment of Rent; ii) repairs are required as a result of damages and/or deficiencies as a result of Lessee's operations on and use of the Premises; or iii) compensation for damaged or missing Lessor personal property as described in Exhibit "B," if applicable. The security deposit shall not bear interest or be deemed prepayment of rent.

Section 3.2 Upon execution of this Agreement, as further inducement for Lessor to lease the Premises to Lessee, the Lessee shall provide executed third party guarantees of the faithful performance of Lessee's obligations under this Lease in the manner and form shown in attached Exhibit "D."

ARTICLE 4. EQUIPMENT

Section 4.1 Lessor agrees to provide Lessee with the items of Lessor's personal property described in the personal property inventory list in the attached Exhibit "B," if applicable. Any personal property described in Exhibit "B" shall remain on the Premises at all times during the term of this Agreement. Lessee is required to provide Lessor written notice within (48) hours of any damaged or missing Lessor inventoried personal property and shall repair or replace such inventoried personal property; provided, however, at the discretion of the Lessor, Lessee may provide compensation for damaged or missing Lessor personal property in lieu of repair or replacement. At the request of Lessor staff, and subject to the mutual

agreement of the Lessor and Lessee, the Lessor may from time-to-time deem it necessary to utilize Lessor's personal property described in Exhibit "B," if applicable, for official business activities of the Lessor.

Section 4.2 Lessor agrees to allow Lessee to store Lessee's personal property on the Premises consisting of: restaurant and bar equipment; lighting, sound, and musical equipment; and other materials incident to a fast food restaurant facility operation during the term of this Agreement. No other materials owned and/or operated by any party other than the Lessee will be allowed on the Premises during the term of this Agreement. Lessee agrees that the Lessor, its officers, agents and employees, will not be held liable for loss of or damage to said equipment or any item of personal property on the Premises. Lessee represents, warrants and agrees that no hazardous materials or hazardous substances shall be stored or contained in any personal property brought onto the Premises, as more specifically described in Section 10. Lessee further agrees to provide to Lessor, from time-to-time, and upon demand an inventory of the personal property owned by Lessee that is then stored on the Premises.

ARTICLE 5. SIGNAGE

Section 5.1 Lessee shall not place, permit to be placed, or post in windows any signage upon the Premises without prior written consent from the Lessor. Lessee shall not change or modify the exterior physical characteristics or color of the Premises without prior written consent from the Lessor. All signage must conform to the codes governing commercial signage of the City of San Bernardino, California, and any Lessor approved changes to the Premises may require appropriate permits from the City of San Bernardino. All such approvals and permits shall be the sole obligation of Lessee to obtain at its sole cost.

ARTICLE 6. RENT AND CHARGES

Section 6.1 Lessee shall pay Lessor in accordance with the terms of this Agreement a monthly rental payment for the leased Premises, the sums as set forth in Exhibit "D", Rent Schedule which shall be paid in advance by the first day of each calendar month. Monthly rent shall be paid in equal monthly installments on or before the first day of each month. All rents to be paid by Lessee to the Lessor shall be in lawful money of the United States of America to be paid without deduction or offset, prior notice or demand and shall be made payable and delivered to the San Bernardino International Airport Authority, 294 South Leland Norton Way, Suite #1, San Bernardino, California 92408. A late fee equivalent to ten percent (10%) of the delinquent amount will be assessed to the Lessee if payment is not received by 4:00 PM on the tenth (10th) day of each month. All amounts must be paid in full whether for an entire month's use and/or any portion of any month.

Section 6.2 Lessee shall pay any connection and/or usage charges for water, gas, electricity, telephone service, and all other utilities, if any used in connection with the Premises.

Section 6.3 The rent provided for in Section 6.1 and Exhibit "D", Rent Schedule shall be subject to adjustment at the commencement of the first year of the Option term and each successive year (the Adjustment Date") as follows:

The basis for computing the adjustment is the revised Consumer Price Index (“CPI”) for all Urban Consumers for Riverside – San Bernardino – Ontario, California for All Items (December 2017=100), published by the United States Department of Labor, Bureau of Labor Statistics (“Index”), which is in effect on the date of the commencement of the term (“Beginning Index”). The Index most immediately preceding the adjustment date in question (“Extension Index”) is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the rent for the following year (until the next rent adjustment) shall be set by multiplying the rent set forth in Exhibit “D”, Rent Schedule by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no event shall the rent be less than the rent set forth in Exhibit “D”, Rent Schedule. On adjustment of the rent as provided in this Agreement, the parties shall promptly execute an amendment to this Agreement stating the new rent, but the lack of any such amendment shall not excuse or delay the Lessee’s obligation to timely pay the rent to the Lessor in advance of each calendar month.

In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official index published which most closely approximates the rate of inflation shall be substituted in place of the Index.

Section 6.4 All monetary obligations of Lessee to the Lessor under this Agreement shall be deemed rent.

ARTICLE 7. PREMISES

Section 7.1 As described in Article 1 and Exhibit “A” the Premises consist of Lessor’s Building No. 610 and additional non-exclusive use parking spaces. Lessee agrees that all property utilized for its activities on the Premises, including the non-exclusive use parking spaces, will be kept in a clean and sanitary condition, and upon termination of this Agreement, will be surrendered in its original condition, with the exception of normal wear and tear. Lessee agrees to remove any and all debris and trash upon termination of this Agreement. Lessee shall accept the delivery of possession of the Premises on the Commencement Date in an “AS IS,” “WHERE IS” and “SUBJECT TO ALL FAULTS” condition. Lessee further agrees and represents to Lessor that by a date no later than the Commencement Date, Lessee shall have conducted and completed (or waived the completion of) all of its independent investigation of the condition of the Premises. Lessee further acknowledges and agrees that it has inspected the Premises and reviewed information and documentation affecting the Premises and that the Lessee is relying solely upon its own investigation of the Premises and its own review of such information and documentation as it deems appropriate and is not relying upon any statement or representation made by or on behalf of Lessor by any employee, officer or consultant.

Section 7.2 Lessee estimates its costs for repairs, improvements, replacement and/or rehabilitation, for future use as a “drive-through” restaurant, at approximately \$50,000.00*. Prior to restoring or improving the Premises for such “drive-through” service, Lessee shall

notify Lessor in writing of its intent to do so at least thirty (30) days prior to Lessee incurring any expense for any such contemplated restoration work or improvements. Prior to commencement of any such improvement work, Lessee shall deliver to Lessor a detailed description of the proposed capital improvements and costs. Upon receipt, Lessor shall have five (5) business days in which to approve the proposed improvements. At such time, Lessor shall deliver to Lessee written notification of its approval or disapproval. If Lessee actually incurs any costs to provide such "drive-through" restaurant service during the original five (5) year term of the Lease, after written notice to Lessor and Lessor's written approval of proposed capital improvements, and if Lessor subsequently exercises Lessor's Option Termination Right as set forth in Sections 2.4 and 2.5 more than thirty (30) days after receipt of Lessee's notice that it intends to restore "drive-through" restaurant service, Lessee shall be entitled to recapture the unamortized fraction of the total approved capital improvement costs calculated on the basis of straight line depreciation from the time of the completion of the approved capital improvements to the end of the Option period plus Six (6%) percent ("Recapture"). The amortization shall be calculated by the Lessor in its sole discretion. Lessor shall not be obligated to pay any Recapture to Lessee if Lessee does not strictly comply with the notice requirements of this Section. Any Recapture amount that may be owed to the Lessee may be offset and deducted from amounts owed to the Lessor by Lessee, including any unpaid rent or damages, under this Lease. The Lessee is solely responsible for obtaining all building permits, conditional use permits, any California Environmental Quality Act ("CEQA") compliance, and all other permits and entitlements from the City of San Bernardino or other appropriate agencies and governmental entities for any tenant improvements or other construction or improvements to the Premises at the sole expense of the Lessee. *See Rent Schedule regarding portion of drive-through rent credit.

Section 7.3 Lessor shall pay to the City of San Bernardino the water meter acquisition charges for Lessor's Building No. 610 which constitutes the Premises. In the event Lessee requires additional water connections or a larger water meter to accommodate additional water usage, water acquisition charges and such additional charges for the installation, removal and reconnection of water meters shall be the sole obligation of Lessee. Lessor further agrees that, subject to the approval of the City of San Bernardino, it shall pay to construct a curb cut on Del Rosa Avenue to more adequately serve the drive-through portion of the restaurant facility without Recapture. Lessor and Lessee acknowledge that the City of San Bernardino will permit a right turn only.

Section 7.4 Lessor reserves the right to enter onto the Premises, at any time, and from time-to-time to inspect the Premises to ensure that Lessee is in compliance with the provisions of this Agreement.

ARTICLE 8. USE OF PREMISES

Section 8.1 During the term of this Agreement, the Premises shall be used exclusively by the Lessee for the purpose of conducting a restaurant, for uses normally incident to that purpose, and for no other purpose. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the Lessor. Unauthorized use of the Premises for any other purpose shall constitute a default by Lessee under the Lease.

Section 8.2 During the term of this Agreement, Lessee shall conduct business of the type and nature specified in Article 8 of this Agreement on the Premises in a diligent and businesslike manner after obtaining all permits and licenses from the City of San Bernardino and other appropriate agencies and governmental authorities for such activities.

Section 8.3 Lessee shall not commit or permit the commission of any acts on the Premises nor use of the Premises in any manner that will increase the existing rates for, or cause cancellation of any fire, liability or other insurance policy of the Lessor insuring the Premises. Lessee shall, at its own cost and expense, comply with any and all requirements of the Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises.

Section 8.4 Lessee shall not commit or permit the commission by others of any waste on the Premises. Lessee shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Civil Code §3479 on the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

Section 8.5 Lessee shall at Lessee's own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental agencies and entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of the Premises, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any governmental agency or entity, that Lessee violated any such statute, ordinance, regulation or requirement shall be conclusive as between the Lessor and Lessee and shall constitute grounds for termination of this Lease by the Lessor effective upon 14 days' written notice to Lessee.

Section 8.6 On or before the Commencement Date of this Lease, Lessee shall deliver to the Lessor, as approved by the appropriate regulatory agency or governmental entity (if applicable), copies of the following:

Business Registration Certificate (City of San Bernardino)

Certificate(s) of Insurance

Hazardous Material Disclosure (County of San Bernardino)

Section 8.7 Additionally, Lessee shall deliver copies to the Lessor of any other regulatory approvals, licenses, certificates and registrations required by Federal, State or local authorities for the lawful operation of Lessee's business.

Section 8.8 Prior to execution of this lease, Lessee shall deliver to Lessor a stamped conformed copy of the Articles of Incorporation filed with the California Secretary of State, to prove that Lessee is a valid, existing California corporation. Lessee represents and warrants that it is a solvent California corporation in good standing, with insurance coverage required by this Lease, and is authorized to conduct business in California and to enter into this Agreement.

ARTICLE 9. RULES AND REGULATIONS

Section 9.1 Lessee agrees to observe and comply with all laws, ordinances, rules and regulations of the United States Government, the State of California, the County of San Bernardino, the City of San Bernardino, the Lessor, and all agencies that may be applicable to its operation, management, maintenance or administration. Lessee agrees to comply with all applicable requirements and standards as imposed by the City of San Bernardino and other regulatory agencies throughout the term of this Agreement.

ARTICLE 10. MAINTENANCE

Section 10.1 As of the Commencement Date, Lessee at its sole cost and expense keep and maintain all interior portions of the Premises (inclusive of grounds, landscaping, and parking area) in good order and repair throughout the term of this Agreement. Lessee agrees that the Lessor shall bear no obligation to maintain and repair the Premises including, without limitation: lighting, utility installations, plumbing, fire suppression systems, trade fixtures, restrooms, interior walls, windows, doors, heating, ventilating, and air conditioning (HVAC) system, or offices. The Lessor shall however, be responsible for maintenance of the building roof, structural supports, and foundation for the Premises.

ARTICLE 11. IMPROVEMENTS

Section 11.1 Lessee shall not make nor cause to be made any Building Improvements on, under or about the Premises without the Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee may, however, make non-structural alterations and improvements in accordance with basic code and Specific Plan compliance requirements and shall obtain all permits and approvals as may be required from the City of San Bernardino and other appropriate governmental agencies. Upon completion of capital improvements, they shall be considered the property of the Lessor unless otherwise stated in writing. Lessee agrees that all such improvements shall be completed in accordance with all federal, state and local laws and regulations. Lessee further agrees to obtain all necessary permits, waivers, and certifications as required by its occupancy of and all installations, repairs, and improvements to the Premises. Said permits, waivers, and certifications shall be acquired by Lessee from the respective governmental entity requiring such action. Lessee shall furnish copies of such documents, together with plans and specifications for the Building Improvements to the Lessor prior to commencement of the work, and shall provide verification of the Lessee's compliance with all conditions of said permits to the Lessor in a prompt and expeditious manner. Lessee agrees that all improvements shall be completed, to the extent legally required, by a licensed contractor as permitted by the City of San Bernardino. Said contractor(s) shall provide to the Lessor prior to the commencement of any work on the Premises, a Certificate of Insurance naming the Lessor as an additional insured. Except as otherwise referenced above, Lessee shall not make or permit any other person to make any alterations to the Premises without the prior written consent of the Lessor.

ARTICLE 12. SECURITY SERVICES

Section 12.1 Lessee agrees to provide parking and traffic control on portions of Lessor's property included within the Premises in order to prevent individuals from traversing onto unauthorized property. Lessee agrees that all evening access and activities shall be limited to the Premises from Del Rosa Avenue. Lessee agrees to assume full responsibility for all safety and security service issues associated with the Premises. Lessee further agrees to provide to Lessor on or before the Commencement Date a designated Emergency Point of Contact for all first response and security issues, including all necessary contact information. Said individual(s) shall be responsible for mitigating any and all security and safety violations with respect to the Premises and all associated activities and/or events.

ARTICLE 13. GENERAL INDEMNITY AND INSURANCE

Section 13.1 Lessee shall assume all liability to persons which may be attributable or incident to the Lessee's negligence or breach of this Agreement, or by the negligence or breach of this Agreement by any of the Lessee's agents, employees, contractors, assigns or invitees of any of them. The Lessee further agrees to indemnify, save, hold harmless, and defend the Lessor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorney fees arising out of, or in any manner predicated upon personal injury, or death resulting from, related to, caused by claimed, alleged or incident to the Lessee's negligence in the carrying out of the terms of this Agreement, or breach of this Agreement, or any and all other activities conducted by the Lessee, its agents, employees, contractors or assigns, or any of their invitees, incident of this Agreement.

Section 13.2 Throughout the Term of this Agreement, and at all times that the Lessee is in possession of the Premises, the Lessee shall carry and maintain public liability insurance, including but not limited to insurance against assumed and contractual liability under this Lease, with per occurrence limits of liability of not less than \$3,000,000 for property damage, \$3,000,000 in the event of bodily injury or death of any one person, and \$3,000,000 for any one accident or casualty. Lessee also agrees to maintain adequate insurance to comply with its indemnity and defense obligations under Article 14. All such insurance policies shall name the Lessor as an additional insured. Lessee waives subrogation and agrees that the Lessor and Lessee are coinsured. Lessee waives any and all rights of recovery against the Lessor. Lessee assumes all risk of damage to property in or about the Premises from any cause and Lessee hereby waives all claims against the Lessor for such property damage.

Section 13.3 If and to the extent required by law, the Lessee shall carry and maintain workers' compensation insurance or similar insurance in the form and amounts required by law.

Section 13.4 All insurance that Lessee is required to carry or maintain or cause to be carried or maintained under this Lease shall be in such form, for such amounts, for such periods of time and with such insurers as the Lessor may require or approve. Responsible carriers authorized to do business in California shall issue all insurance policies which are required to be provided by Lessee.

Section 13.5 The Lessee shall deliver or cause to be delivered promptly to the Lessor a certificate of insurance evidencing the insurance required under this Lease and shall also deliver, no later than 30 days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

Section 13.6 Lessee shall, during the term of this Agreement and any renewals or extensions this Agreement, maintain at Lessee's own cost and expense an insurance policy issued by an insurance company authorized to conduct insurance business in California and reasonably acceptable to the Lessor insuring for their full insurable value all fixtures, equipment, Lessee improvements, all inventory that is, at any time during the Term of this Agreement, in or on the Premises and any other personal property of the Lessee, its employees or customers against damage or destruction by fire, theft or the elements.

Section 13.7 Each of the insurance policies shall be issued by insurance companies admitted to do business in the State of California, be in a form reasonably satisfactory to the Lessor and shall carry an endorsement that, before changing or canceling any policy, the issuing insurance company shall give the Lessor at least 30 days' prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to the Lessor.

ARTICLE 14. COMPLIANCE WITH ENVIRONMENTAL LAWS

Section 14.1 Lessee shall, at its own expense, comply with all present and any later enacted Federal, State, and local Environmental Laws, and any amendments, affecting Lessee's use of the Premises.

Section 14.2 Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees or a third party in violation of any Environmental Law. Hazardous substances or materials include without limitation those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in CERCLA, RCRA, TSCA, HMTA, or under any other environmental law; and those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302]; and other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and any material, waste, or substance that is:

- (1) a petroleum or refined petroleum product,
- (2) asbestos,
- (3) polychlorinated biphenyl,

- (4) designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317,
- (5) a flammable explosive, or
- (6) a radioactive material.

Section 14.3 Lessee and any sublessee or licensee shall, to the extent permitted under State law, save, defend, indemnify and hold harmless the Lessor from any damage, costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other acts or omissions by the Lessee, its officers, agents, employees, contractors or sublessees or the invitees of any of them, giving rise to liability, civil or criminal, or responsibility under Federal, State or local environmental law. This obligation shall survive the expiration or termination of the Agreement, and Lessee and any sublessee's or licensee's obligations under this Lease shall apply whenever the Lessor incurs costs or liabilities for Lessee's or any Sublessee's or licensee's actions giving rise to liability under this Section.

Section 14.4 Notwithstanding any other provision of this Agreement, Lessee and its sublessees and licensees do not assume any liability or responsibility for environmental impacts and damage caused by the use by the Lessor or by the prior use by the United States, including any agency or agent, of toxic substances, or hazardous waste, hazardous substances, or hazardous materials, or oil, or petroleum products, as such terms are defined by applicable law, on any portion of San Bernardino International Airport and Trade Center, prior to the commencement of this Agreement.

Section 14.5 Lessee and its Sublessees and licensees have no obligation under this Agreement to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use of or release from, any portion of San Bernardino International Airport and Trade Center, including any portion of or any building, facility or other improvement on the Premises, of any toxic substances, or hazardous wastes, hazardous substances, or hazardous materials prior to July 15, 2004. "Occupancy" or "use" shall mean any activity or presence (including preparation and construction) in or upon such portion of, or such building, facility or other improvement on the Premises. This provision of this Agreement shall survive the expiration or termination of this Agreement and does not relieve Lessee and its sublessees and licensees of any obligation or liability they might have or acquire with regard to third parties or regulatory authorities by operation of law.

Section 14.6 Without limiting the forgoing, if the presence of any hazardous material on, under or about the Premises caused by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises; provided that the Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises.

Section 14.7 Lessee shall immediately notify the Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee' operation of the Premises, and (b) any change in Lessee' operation on the Premises that will change or has the potential to change Lessee' or the Lessor's obligations or liabilities under the Environmental Laws.

Section 14.8 Lessee shall insert the provision of this Section in any agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Agreement. Prior to the Commencement Date, Lessee agrees to provide to the Lessor a suitably detailed description of any and all hazardous materials, which will be stored or may be stored on the Premises for review and approval by the Executive Director of the Lessor. This description should include type of material, approximate quantities; a description of the location of the stored materials, as well as a reasonable containment procedure in the event of any spill or release of said substances.

Section 14.9 The Premises include improvements constructed before 1978 that are presumed to contain lead based paint ("LBP") and asbestos containing material ("ACM"). Lessee acknowledges that it received information from the SBIAA regarding the potential of LBP and/or LBP hazards and ACM hazards on the Premises prior to entering into this Lease.

Section 14.10 No warranties, either express or implied, are given by Lessor regarding the condition of the Premises, including, without limitation, whether the Premises does or does not contain LBP and/or ACM. The information provided to Lessee by SBIAA relating to LBP and ACM was obtained by SBIAA from the Air Force and is believed to be correct, but an error or omission, including, but not limited, to the omission of any information available to SBIAA or the Air Force, shall not constitute grounds for any claim by Lessee against SBIAA with respect to the presence of LBP and/or ACM on the Premises. The failure of Lessee to inspect the Premises for LBP and/or ACM, or to be fully informed as to the condition of all or any portion of the Premises, will not constitute grounds for any claim or demand by Lessee against SBIAA or the Air Force with respect to LBP and/or ACM.

Section 14.11 Lessee covenants and agrees that in its use and occupancy of the Premises, it will comply with all applicable Environmental Laws relating to LBP and ACM. SBIAA assumes no liability for damages for personal injury, illness, disability, or death to Lessee, or to Lessee's employees, agents, invitees, guests, vendors or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP and/or ACM on the Premises, whether Lessee properly warned, or failed to properly warn, the persons injured. Notwithstanding anything to the contrary in this Lease, neither SBIAA nor Lessee shall have any obligation to remove or remediate any LBP or ACM on the Premises; provided, however, that Lessee shall be obligated to remediate any LBP or ACM condition resulting from any disturbance, release or discharge of any LBP or ACM, existing on the Premises, by Lessee.

A. Without limiting the above, Lessee on behalf of itself and its successors and assigns, waives and releases Lessor, its elected officials, officers, employees, attorneys, consultants and agents and their successors and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liability, damages, penalties, fines, judgments, costs or expenses whatsoever (including, without limitation, attorneys fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the presence, alleged presence or remediation of LBP, ACM and all other harmful or hazardous substances in, or, under, or about the Premises including, without limitation, any claims under or on account of any Environmental Laws.

B. Lessee expressly waives any rights or benefits available to it with respect to the release set forth in the preceding subsection A. under any provision of applicable law that generally provides that the general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Lease, the Lessee acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in subsection A and without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel of its own choosing of the substance of the foregoing and the following and is familiar with the provisions of California Civil Code § 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

The undersigned, fully aware of Civil Code § 1542, expressly waives any rights it may have under Civil Code § 1542 and any other statutes or common law principles of similar effect.

Initials of the authorized representative or officer of Lessee: _____

The provisions of this Lease relative to Environmental Laws, hazardous substances, LBP, ACM, and the above release shall survive any expiration or termination of this Lease.

C. Lessee covenants and agrees to cooperate with and assist Lessor in collecting and preserving information and data relating to hazardous substances encountered on the Premises.

ARTICLE 15. TAXES

Section 15.1 Lessee recognizes that the interests of the Lessee in this Agreement may be subject to imposition of a possessory interest tax by the County Assessor of the County of San Bernardino, and agrees to pay any such possessory interest tax as may be so levied as to the interests of the Lessee in this Agreement and the premises. In addition, Lessee shall pay before they become delinquent all taxes, assessments, and other charges levied or imposed by any governmental entity of the furniture, trade fixtures, appliances, and other personal property placed by Lessee on, or about the Premises.

ARTICLE 16. ASSIGNMENT, SUBLETTING, DEFAULTS AND REMEDIES

Section 16.1 Lessee shall not sublet, encumber, assign or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises without first obtaining the express written consent of the Lessor, which shall not be unreasonably withheld.

Section 16.2 The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the Lessee:

(a) The vacating or abandonment of the Premises by Lessee. The absence of Lessee from or failure by Lessee to conduct business on the Premises for a period of 30 consecutive calendar days shall constitute such abandonment.

(b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee under this Agreement as and when due, where such failure shall continue for a period of seven (7) calendar days after written notice from the Lessor to Lessee.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Lessee, other than described in Paragraph (b) above, where such failure shall continue for a period of 30 calendar days after written notice from Lessor to Lessee.

(d) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to be adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, it is dismissed within 30 calendar days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets or of Lessee's interest in this Agreement, when possession is not restored to Lessee within 30 days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets of Lessee's interest in this Agreement, when that seizure is not discharged within 30 calendar days.

Section 16.3 In the event of a material default or breach of this Agreement by Lessee, The Lessor may terminate Lessee's right to possession of the Premises upon 10 days written notice to Lessee, in which case this Agreement shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor on or before the expiration of said 10 day

period. On termination of this Agreement, The Lessor may recover from Lessee all of the following:

- (a) The worth at the time of the award of any unpaid Rent that had been earned at the time of the termination, to be computed by allowing interest at the rate of 10% per annum, but in no case greater than the maximum interest allowed by law;
- (b) The worth at the time of the award of the amount by which the unpaid Rent that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid Rent that Lessee proves could reasonably have been avoided, to be computed by allowing interest at the rate of 10% per annum, but in no case greater than the maximum interest allowed by law;
- (c) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Agreement Term after the time of the award exceeds the amount of unpaid Rent that Lessee proves could reasonably have been avoided, to be computed by allowing interest at the rate of 10% per annum, but in no case greater than the maximum interest allowed by law;
- (d) Any other amount necessary to compensate The Lessor for all the detriment proximately caused by Lessee's failure to perform obligations under this Agreement, including brokerage commissions and advertising expenses, expenses of remodeling the Premises for a new Lessee and any special concessions to obtain a new Lessee; and
- (e) Any other amounts, in addition to or in lieu of those listed above, that may be permitted by applicable law.

Section 16.4 The Lessor shall have the remedy described in Civil Code Section 1951.4, which provides that, when a Lessee has the right to sublet or assign (subject only to reasonable limitations), the Lessor may continue the lease in effect under the Lessee's breach and abandonment and recover rent as it becomes due. Accordingly, if Lessor does not elect to terminate this Agreement on account of any default by Lessee, the Lessor may enforce all of the Lessor's rights and remedies under this Agreement, including the right to recover all rent as it becomes due.

Section 16.5 The Lessor shall be in default under this Agreement if the Lessor fails to perform obligations required of the Lessor within a reasonable time, but in no event later than 30 calendar days after written notice by Lessee to the Lessor. Lessee waives any right to terminate this Agreement and to vacate the Premises on the Lessor's default under this Agreement. Lessee's sole remedy on the Lessor's default is an action for injunctive or declaratory relief.

Section 16.6 When this Agreement requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure Section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Agreement) in the manner required by this Agreement shall replace and satisfy the statutory service-of-notice procedures, including those required by Code of Civil Procedure §1162 or any similar or successor statute.

Section 16.7 The rent is due on the first day of the month. If the first day of the month falls on a Saturday, Sunday or holiday, the rent is due on the preceding business day of the Lessor. If Lessee fails to timely pay the monthly rent, a late fee of 10% of Lessee's rent shall be charged commencing after the date that rent is due. If rent is not received by the tenth calendar day of the month, the Lessor may terminate this Agreement, upon Seven (7) days written notice to Lessee.

Section 16.8 If the Premises or any portion are taken under the power of eminent domain, any award for the taking of all or any part of the Premises under the power of eminent domain shall be the property of the Lessor, whether such award shall be made as compensation for diminution in value of the Leasehold or for the taking of the fee, or as severance damages. As a material part of the consideration for the Lessor entering into this Agreement, Lessee waives any rights that it might have under California Government Code § 7264 and any similar Federal statute, regulation, circular or order for relocation benefits due to termination of this Agreement by the Lessor.

ARTICLE 17. ATTORNEY'S FEES

Section 17.1 If either party to this Agreement brings an action to enforce the terms or declare rights hereunder, the prevailing party in any such action shall be entitled to its reasonable costs and attorney's fees to be paid by the losing party as fixed by the court.

ARTICLE 18. LESSOR TO ACT FOR THE LESSOR

Section 18.1 It is understood and acknowledged that the Lessor shall act by and through the Lessor of, and actions taken on behalf of the Lessor shall be exercised by, the Chief Executive Officer of the Lessor or his designee. As used in this Agreement, the term Executive Director shall mean the Executive Director of the Lessor or the Chief Executive Officer's successor in function having jurisdiction over the management, operation and control of the Lessor.

ARTICLE 19. MISCELLANEOUS

Section 19.1 Lessee shall not place any sign or trade fixture upon the Premises without the Lessor's prior written consent.

Section 19.2 If the Premises or any portion are taken under the power of eminent domain, any award for the taking of all or any part of the Premises under the power of eminent domain shall be the property of the Lessor, whether such award shall be made as compensation for diminution in value of the Leasehold or for the taking of the fee, or as severance damages.

Section 19.3 Performance by either party shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to the force majeure events of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or weather-caused delays (that are not attributable to the fault of the party claiming an extension of time) or acts or failure to act of any public or governmental agency or entity; provided that acts or failure to act of the Lessor shall not extend the time for the Lessor to act and provided further that such stated force majeure events have a direct relationship with the inability of Lessee to timely perform. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the party claiming the existence of the delay first provide the other party with written notice of the occurrence of the delay within 15 calendar days of the occurrence of the event giving rise to delay. The parties hereto expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of any of them which may have provided a basis for entering into this Agreement and which occur at any time after the execution of this Agreement, are not force majeure events and do not provide any party with grounds for asserting the existence of a delay in the performance of any covenant or undertaking which may arise under this Agreement. Also, financial inability to perform is not a force majeure event and shall not excuse any performance or delay in performance. Lessee shall provide notice to the Lessor within 10 days after the alleged occurrence of a force majeure event and the Lessor shall have the right to contest any such assertion of Lessee that a force majeure event has occurred

Section 19.4 Notwithstanding Section 18.3, the Lessor shall have the right to terminate this Agreement and shall have no obligation to repair, restore or rebuild the Premises or any building, if damage or destruction resulting from a force majeure, including without limitation earthquakes, fires or floods, exceeds 25% of the value of the Premises. If the Lessor elects to terminate this Agreement pursuant to this Section, the Lessor shall give written notice to Lessee not later than 60 days after occurrence of the force majeure.

Section 19.5 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Lessor and Lessee, but nothing in this Section shall be construed as a consent by the Lessor to any assignment of this Agreement or any interest therein by Lessee.

Section 19.6 This Agreement (including all attached Exhibits) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of this Lease and supersedes all prior understandings with respect to this lease and the Premises. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. No waiver by the Lessor of any provision of this Agreement shall be effective, unless in writing, and shall not constitute a waiver of any other provision of this Agreement or of any subsequent breach by Lessee of the same or any other provision. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The parties do not intend to confer any benefit on any person, firm or corporation other than the Lessor and the Lessee.

Section 19.7 If any term or provision or portion thereof of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 19.8 Any notice required or permitted to be given under this Agreement shall be in writing and delivered to the Lessor or Lessee, as applicable, by personal delivery, email, or mail:

If to the Lessor: Michael Burrows, Chief Executive Officer
San Bernardino International Airport Authority
294 South Leland Norton Way
San Bernardino, California 92408

If to Lessee: Cinthya Ruiz
Baja King Fish Tacos Inc., a California Corporation
1470 Toluca Drive
San Bernardino, CA 92404
Tel: 626-425-3462
Email: cinthya1rely14@hotmail.com

OR

Cinthya Ruiz
Baja King Fish Tacos
157 S. Del Rosa Avenue
San Bernardino, CA 92408

Either party may, by written notice to the other party, specify a different address for notice purposes. Any such notice or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender on the date set forth

on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, confirmed by First Class United States Mail or two (2) calendar days after it is placed in the United States Mail.

Section 19.9

(a) No waiver of any provision of this Agreement shall be implied by any failure of the Lessor to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by the Lessor of any provision of this Agreement must be in writing. Such written waiver shall affect only the provisions specified and only for the time and in the manner stated in the writing.

(b) No receipt by the Lessor of a lesser payment than the Rent required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The Lessor may accept checks or payments without prejudice to the Lessor's right to recover all amounts due and pursue all other remedies provided for in this Agreement.

(c) The Lessor's receipt of monies from Lessee after giving notice to Lessee terminating this Agreement shall in no way reinstate, continue, or extend the Agreement Term or affect the Termination Notice given by the Lessor before the receipt of those monies. After serving notice terminating this Agreement, filing an action, or obtaining final judgment for possession of the Premises, the Lessor may receive and collect any Rent due, and the payment of that Rent shall not waive or affect such prior notice, action, or judgment.

Section 19.10 This Agreement is subordinate to any ground lease, mortgage, deed of trust or any other hypothecation or security now placed upon the real property of which the Premises are a part and to any and all obligatory advances made on such security. Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed, if Lessee is not in default, and so long as Lessee shall pay the Rent and observe and perform all of the provisions of this Agreement, unless this Agreement is otherwise terminated pursuant to its terms.

Section 19.11 If either party to this Agreement brings an action to enforce or declare rights under this Agreement, the prevailing party in any such action shall be entitled to its reasonable costs, attorneys' fees, accounting and engineering fees, and any other professional fees and any appeals, and enforcement of any judgment, as determined by the court.

Section 19.12 The Lessor and the Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders or lessees, and making such alterations, repairs, improvements or additions to the Premises as the Lessor may deem necessary or desirable.

Section 19.13 Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by

the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Lessor or Lessee is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

Section 19.14 The parties acknowledge that this Agreement has been negotiated and entered into in California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

Section 19.15 Time is of the essence of this Agreement and each of its provisions.

Section 19.16 It is understood and agreed that this Agreement shall not become effective until approved by the legislative body of the Lessor.

Section 19.17 This Agreement may be executed in original counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same binding contract. This Agreement, and any counterpart, may be executed by the facsimile signature of either party. A facsimile or photocopy signature is as valid and binding as an original signature for purposes of this Agreement.

Section 19.18 Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, real estate broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transaction, contemplated by this Agreement and that no broker or other person, firm or entity is entitled to any commission or finder's fees in connection with this Agreement. Lessee and Lessor agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges, including any reasonable incurred costs, expenses and/or attorney fees that may be claimed by any broker, finder or similar person by reason of any dealings or actions of the party from which such indemnity and defense is demanded.

Section 19.19 The Lessee shall within 10 days after written notice from the Lessor execute, acknowledge and deliver an Estoppel Certificate in writing in a form reasonably requested by the Lessor, certifying to the complete performance of Lessor under this Agreement or indicating in writing any exceptions, plus such additional information, confirmation and/or statements as may be reasonably requested by the Lessor.

ARTICLE 20. SOLE AND ONLY AGREEMENT

Section 20.1 This Agreement constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the use of the Premises, or the term created under this Agreement, and correctly sets forth the obligations of the Lessor and the Lessee to each other as of its date. Any agreements or representations respecting the property or their leasing by the Lessor to Lessee not expressly set forth in this instrument are null and void.

ARTICLE 21. TERMINATION AND DEFAULT

Section 21.1 If Lessee fails to comply with any section of this Agreement, Lessee will be considered in default. Upon such termination and/or default, Lessee agrees that all Lessee's personal property located on the Premises shall be removed at Lessee's sole cost and expense, and further agrees to return the Premises and the Lessor's personal property described in Exhibit "B" to its original condition, normal wear and tear excepted.

LESSOR:

LESSEE:

San Bernardino International Airport Authority
294 S Leland Norton Way, Suite #1
San Bernardino, CA 92408
(909) 382-4100
(909) 382-4106 (fax)

Cinthya A. Ruiz
Baja King Fish Tacos Inc.
157 S. Del Rosa Avenue
San Bernardino, CA 92408
(626) 425-3462

Dated: _____

Dated: _____

**Exhibit “A”
Premises**

SAMPLE

Exhibit “B”
Lessor’s Personal Property Inventory List

Canopy Grill

SAMPLE

Exhibit "C"
Verification of Lessee Owned Equipment Assets

Kitchen Equipment

Gas griddles
Gas Radiant char broilers
Fryer (2)
Microwaves
Gas Oven
Sandwich /salad tables
True freezers
Flake & nugget ice machines
Gas ranges, burners, oven griddle
Refrigerated equipment stands
Oriental gas fires range 3 burners
Hobart slicer
Green shelving epoxy
Working table
Prepackaged dish table
Pot & dish sinks
Swing spout sink faucets (2)
All stainless worktables (4)

Office Equipment

Point of Sale system
Security & Phone system
Office computer
Fax, scanner, copy
6 single column lockers
Sound & TV's

Miscellaneous


Sanitation/cleaning equipment
Patio accessories

Exhibit "D"
Rent Schedule

Base Year Rent will be \$3,456.00 per month for the first year of the initial term of the Lease. So long as Lessee is not in violation of any of the terms and conditions of the Lease, Lessor will provide a rent credit of \$23,000.00 for a portion of Lessee's costs of the drive-through upgrades. This rent credit will be amortized over the first twenty-four (24) months of the lease term @ \$958.33 per month as per the following Rent Schedule:

Monthly Rent for the Initial Term:

Months 1 through 12 @	\$3,456.00	- \$958.33 (rent credit)	= \$2,497.67 per month
" 13 " 24 @	" + CPI	"	= new monthly rent
" 24 " 36 @	previous years rent	+ CPI	= new monthly rent
" 37 " 48 @	"	"	= new monthly rent
" 49 " 60 @	"	"	= new monthly rent

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 28, 2024</p> <p>ITEM NO: 13</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2024

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, 2024.

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 2023/24.

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

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, 2024 – Airport Focal Areas



Ensure Operational & Financial Stability

Stabilize Revenue Streams & Sources

Good Neighbor Program

Airport Outreach:

Business Retention & Expansion

Solar Project

AOA Access Road Project

Grant Programs & Initiatives

International Trade

San Manuel Development



San Bernardino International Airport Authority

Action Plan for SBIAA (6/30/24)

Month	Key Initiative	Key Resources	Completion Date
January, 2024	Airport Operations Update; FAA Reporting; Good Neighbor Report	SBIAA Commission, CEO, Director of Aviation, Airport Manager, Director of Finance	January, 2024
February , 2024	Mid-Year Budget Adjustments; Emergency Exercise	Director of Aviation, Airport Manager, Director of Finance, Director of Administration	February, 2024
March, 2024	Legislative Updates; Phoenix service, Operational Updates	CEO, Director of Administration, Director of Aviation, Director of Finance	March, 2024
April, 2024	Grant Program & Initiatives	Director of Finance, Director of Aviation, Project Manager	April, 2024
May, 2024	International Trade Initiatives; Draft Annual Budget Preparation and Review	SBIAA Commission & Committee, CEO, Director of Finance, Exec Staff	May, 2024
June, 2024	Adopt Annual Budget	SBIAA Commission & Committee, CEO., Aviation Director, Director of Finance, Exec Staff	June, 2024

- Critical Path for Commission Buy-In & Implementation; Aggressive Timeline May Impact Capital Plan

SBIAA Near-Term Action Plan – Implementation



February, 2024

Sub-Initiative Status:



Incomplete

In Process

Completed

Stabilize Tenants & Infrastructure

Review Operational Plans

AOA Access Road Project

Implement New Accounting
Software

Complete 2023/24 Airport
Marketing Efforts & Initiatives

Air Passenger Service (PHX)

International Trade
Legislative Program