

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, JUNE 28, 2023

3:00 P.M. (Closed Session (if any), immediately followed by Open Session)

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 Pro Tem, 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, 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 7:30 a.m. to 5:30 p.m., Monday through Thursday, 8:00 a.m. to 5:00 p.m., 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 Commission 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. An additional three minutes will be allotted to those who require translation services. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

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 Labor Negotiators Pursuant to Government Code Section 54957.6.

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

Negotiating for SBIAA: President Frank Navarro

Position Title: Chief Executive Officer

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS – OPEN SESSION

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

E. ITEMS TO BE ADDED OR DELETED

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

F. CONFLICT OF INTEREST DISCLOSURE

1. Members shall note agenda item contractors and subcontractors which may require member abstentions due to possible conflicts of interest.

[PRESENTER: Jennifer Farris; PAGE#: 007]

G. INFORMATIONAL ITEMS

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

2. Informational Items
 - a. Chief Executive Officer's Report; **[PRESENTER: Michael Burrows; PAGE#: 052]**
 - b. Report on technical clarification for the Taxiway Shoulder Improvements Project; **[PRESENTER: Jeff Barrow; PAGE#: 053]**

H. **COMMISSION CONSENT ITEMS**

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

3. Register of Demands – June 28, 2023
[PRESENTER: Mark Cousineau; PAGE#: 055]
4. Receive and file Treasurer's Report for April 30, 2023 for the San Bernardino International Airport Authority (SBIAA)
[PRESENTER: Mark Cousineau; PAGE#: 063]
5. Consider and adopt the San Bernardino International Airport Authority (SBIAA) Security Department Use of Force Policy regarding use of intermediate force options available to SBIAA Security Officers
[PRESENTER: Mitch Dattilo; PAGE#: 066]
6. Consider and adopt the San Bernardino International Airport Authority (SBIAA) Advertising Policy
[PRESENTER: Amber Casarez; PAGE#: 129]
7. Approve the filing of a Notice of Completion for the construction contract with AEC Moreno Corporation for the 1st Floor Concession Stand Improvement Project
[PRESENTER: Jeff Barrow; PAGE#: 137]
8. Approve the filing of a Notice of Completion for the construction contract with AEC Moreno Corporation for the 2nd Floor Concession Stand Improvement Project
[PRESENTER: Jeff Barrow; PAGE#: 140]
9. Approve Amendment No. 1 for Coffman Engineers in the amount of \$4,000 for the Hydrogen Grant Application Program
[PRESENTER: Michael Burrows; PAGE#: 143]
10. Approve Amendment No. 1 to the professional services agreement with AECOM Technical Services, Inc. in an amount not to exceed \$6,000.00 for professional engineering services
[PRESENTER: Jeff Barrow; PAGE#: 147]
11. Approve Meeting Minutes: May 24, 2023
[PRESENTER: Jennifer Farris; PAGE#: 151]

I. **COMMISSION ACTION ITEMS**

Anyone who wishes to speak 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. An additional three minutes will be allotted to those who require translation services.

12. Consider and discuss a report on annual business plan progress
[PRESENTER: Michael Burrows; PAGE#: 160]
13. Consider and adopt the San Bernardino International Airport Authority (SBIAA) budget and related Airport Fee Schedule, and Luxivair SBD Pricing Policy for Fiscal Year 2023-2024
[PRESENTER: Mark Cousineau; PAGE#: 161]
14. Approve certain professional services agreements for Fiscal Year 2023-2024
[PRESENTER: Mark Cousineau; PAGE#: 215]
15. Approve the purchase of three (3) 2023 Ford Hybrid Maverick Vehicles to be used as Airport Operations and Maintenance Support Vehicles from Ken Grody Ford in an amount not to exceed a combined total of \$86,630.43
[PRESENTER: Jonathan Galvan; PAGE#: 234]
16. Approve an award for a multi-year contract to Therma, LLC in an amount not to exceed \$510,887.00 for preventative maintenance of Heating Ventilation and Air Conditioning (HVAC) Systems for certain San Bernardino International Airport Authority (SBIAA) owned buildings
[PRESENTER: Jonathan Galvan; PAGE#: 237]
17. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through June 30, 2023
[PRESENTER: Michael Burrows; PAGE#: 278]

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 meeting of the San Bernardino International Airport Authority Commission on Wednesday, July 26, 2023.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 28, 2023</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 JUNE 28, 2023

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

BACKGROUND INFORMATION

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

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

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

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

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
2b.	<u>Griffith Company</u> Jaimie R. Angus, President/CEO/RMO Ryan Aukerman, Executive Vice President Esteban A. Ruelas, CFO/Secretary/Treasurer Lucas J. Walker, Vice President/Regional Manager Starr N. Stallings, Assistant Secretary	None.
7. & 8.	<u>AEC Moreno Corporation</u> Hector Moreno	None.
9.	<u>Coffman Engineers, Inc.</u> Justin Freeman, Vice-President	None.
10. & 14.	<u>AECOM Technical Services, Inc.</u> See attached list	None.
14.	<u>Cole Huber, LLP</u> Derek P. Cole, Equity Partner	None.

	Scott E. Huber, Equity Partner	
14.	<u>Mirau, Edwards, Lewin, and Tooke, LLP</u> John K. Mirau, Partner Mark C. Edwards, Partner Robert W. Cannon, Partner Michael J. Lewin, Partner William P. Tooke, Partner	None.
14.	<u>Climatec, LLC</u> Mauro Lima Vez, CEO Ronald Kleefman, CFO Shawn Flahart, VP Bob Peppe, Operations Director Astrid Cardenas, Service Manager	None.
14.	<u>Mead and Hunt, Inc.</u> Rajan I. Sheth, Chairman/CEO Andrew J. Platz, Director/President Eric A. Van Deuren, Treasurer Russell A. Chesmore, Secretary Amy R. Squitieri, Vice President (See attached list)	See attached list.
14.	<u>David Turch and Associates</u> David Turch, Principal	None.
14.	<u>Boston Fox Tigue International</u> Adrian Fox, Managing Director	None.
14.	<u>Tom Dodson and Associates</u> Tom Dodson, President	None.
14.	<u>Three-2-One, Inc. DBA Imagine Systems, Inc.</u> John C. Easley, President John P. Wilson, Vice President	None.
14.	<u>Aviatrix Communications, LLC</u> Kathryn Franco Jones, Owner	None.
14.	<u>Arrowhead Consulting</u> James Gourley III, President Dana C. Gourley, Secretary Treasurer	None.
14.	<u>CJMC Holdings, LLC</u> Jim Harris, CEO	None.
14.	<u>Eide Bailly, LLP</u> See attached list.	None.
14.	<u>Ludwig Engineering Associates, Inc.</u> Glen L. Ludwig, President Jim Fry, Vice-President	None.

	Pearle A. Ludwig, Secretary	
14.	<u>Coffman and Associates</u> Steve Benson, CEO James M. Harris, President Stephen C. Wagner, Chief Financial Officer David W. Fitz, Principal Michael Dmyterko, Principal	None.
14.	<u>ExIM 20/20 Group, LLC</u> Fred Latuperissa, CEO	None.
14.	<u>Allawos & Company.</u> Michael Allawos, President/CEO	None.
14.	<u>Hernandez, Kroone & Associates</u> Richard R. Hernandez, Principal Anne M. Hernandez, Principal	None.
14.	<u>Hughes Aerospace Corporation</u> Chris Baur, CEO/President Alice Shingler, Director of Operations	None.
14.	<u>Right Energy Group, LLC</u> Jerry Silva, Partner James Campos, Partner	None.
14.	<u>Richards and Associates</u> John Richards, Principal	None.
14.	<u>Jackhammer Movement, Inc.</u> James Pargas, CEO/Secretary/CFO	None.
16.	<u>Therma, LLC</u> Jeff Sprau, CEO Steve Hansen, COO Mike Fisher, President Don Bach, Vice-President Mitch Sager, Director of Service Charles Acker, Service Sales Manager Jose Jimenez, Account Manager Anthony Musso, Service Manager Janae Acker, Business Operations Manager	None.

Attachments:

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

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

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

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

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

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

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

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

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

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

6 HISTORY

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

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

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

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

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

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

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

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

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

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

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

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

COMPANY INFORMATION SHEET

DECLARATION

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

Completed and executed this 16 day of April, 2020, in Orange, CA.
[day] [month] [city] [state]

By: Matt Ulukaya
Print Name: Matt Ulukaya
Print Title: Vice President

LEGAL NAME OF COMPANY: AECOM Technical Services, Inc.
ADDRESS: 999 Town & Country Rd., Orange, CA 92868
TELEPHONE: (714) 567-2400 FAX: (714) 551-4911

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

Name	Title
<u>See attached list</u>	

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

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IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Execution of Legal Documents:

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

Name	Title
<u>Matt Ulukaya, PE</u>	<u>Vice President</u>
<u>Michael G. Gasparro, PE</u>	<u>Sr. Vice President</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Representative and/or Management Capacity:

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

Name	Title
<u>Duke Young, PE</u>	<u>Project Manager</u>
<u>Michael G. Gasparro, PE</u>	<u>Principal-In-Charge</u>
<u>Matt Ulukaya, PE</u>	<u>Vice President</u>

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

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All AECOM Technical Services, Inc. officers in the United States with Board of Directors approved corporate titles of Senior Vice President or above are authorized under the bylaws of AECOM Technical Services, Inc. to execute contracts or otherwise bind the company. In addition, the individuals listed below have been authorized by the AECOM Technical Services, Inc. Board of Directors to execute contracts or otherwise bind the company within the boundaries of the noted Regions and Business Lines. Authority to sign on behalf of AECOM Technical Services, Inc., is personal to the individual so authorized; AECOM does not permit individuals so authorized to delegate their authority. Signature Authority (including the execution of contracts, contract amendments, and proposals) must in all cases conform to the then-current Americas Geography Sub-Delegations of Authority and any further sub-delegation document issued by the Region or Business Line, as applicable.

AECOM Technical Services, Inc. – Signatory List

Effective March 4, 2020

Last Name	First Name	Region	Area/Market Sector	Business Line
Abbott	Mark	Southeast	Greater FL/Latin America/Miami Metro	Water
Abellera	Yvonne	All	All	Support/Cross Services
Abernethy	Robert	Central	Central	Water
AbiDargham	Antoine	NY Metro+	NYC Metro	Buildings + Places
Abolt	Bill	All	Infrastructure Leadership - level 5	Power & Industrial
Abs	Michael	All	All	Procurement
Adams	Mike	Midwest	Eastern Midwest	Environment
Adams	Robert	Northeast	New England	Water
Adilman	Aaron	All	Building Engineering	Buildings + Places
Agustin	Roy-Alan C.	Pacific	Pacific	Environment
A'Hara	Allan	All	National Transportation	Transportation
Alberg	Jonathan	All	All	Environment
Albrecht	John	Northeast	New England	Environment
Alfonso	Juan	Southeast	Florida	PPM
Alfstad	Kelley	Central	Central	B+P
Allwarden	Joseph	Northeast	Northeast	Transportation
Amoriello	Jeff	Southeast	DC Metro	Transportation
Anderson	Francis B.	Central	Central	Buildings + Places
Anthony	Osborne	Southeast	Mid-Atlantic	Transportation
Arkin	Yoav	Southeast	Mid-Atlantic	Transportation
Armstrong	Glenn I	Midwest	Eastern Midwest	Environment
Arvidson	Mike	Pacific	Greater Southern California	Environment
Astorga	Mack	All	Industrial	Power and Industrial

Attalla	Mourad R.	Pacific	Pacific	Water
Atter	Steve	Northeast	New England	Environment
Attia	G. Jerry	Central	Central	Buildings + Places
Augen	Joel	All	All	Subcontracts/Procurement
Aylsworth - Bonzelet	Laura	Central	Central	Transportation
Azzaro	John	NY Metro+	NYC Metro	Transportation
Bachmann	John	DC Metro+	DC Metro	Buildings + Places
Baker	Barry	Northeast	Philadelphia Metro	Power and Industrial
Baker	Christie	Northeast	Northeast	Transportation
Baker	Mike	Southeast	Mid-Atlantic	Transportation
Barkley	Christopher M.	Pacific	National Government	National Government
Barnard	Thomas	Pacific	Greater Northern California	Transportation
Barreiro	Ana	Southeast	Argentina	Support/Cross Services
Barrett	Jim	Gulf/Southwest		
Bartku	Chris	All	NA - CORPORATE US (960)	Support/Cross Services
Bass	Jennifer Lynn	Southeast	Florida	Environment
Bayer	Kelly	Pacific	Pacific	Environment
Bazarevitsch	Sergio	All	All	Water
Beabes	Shane	Southeast	Mid-Atlantic	Transportation
Beachler	David	Northeast	Greater New York/PA	Oil & Gas
Beasley	Jason Dion	Southeast	Southeast	Water
Beattie	Karen	Pacific	Pacific Northwest	Environment
Beatty	Brent D.	Southeast	Southeast	Buildings + Places
Beck	Daryl	Midwest	Midwest	Environment
Becker	Chad	All	All	Corporate - Federal Subcontracts/Procurement
Beckett	David P.	Northeast	Northeast	PPM
Belhateche	Dannelle	Gulf/Southwest	Rocky Mountain Area	Environment
Belyea	Ryan William	Southeast	Mid-Southeast	Environment
Benosky	Chris	NY Metro+	NYC Metro	Water
Bent	William	Northeast	New England	Water

Benton	Charles Elon	Southeast	Southeast	Environment
Berckenhoff	Steve	Central	Central	Water
Bergman	Christopher	Midwest	Eastern Midwest	Cultural Resources, Oil & Gas
Bernhoft	Craig A.	Southeast	Southeast	Environment
Bernitt	Elisabeth A.	Southeast	Southeast	
Berra	Brett	All	All	Environment
Besch	Tyler	Central	Central	Transportation
Beyak	Rich	Pacific	Greater Northern California	Environment
Bingham	David	Northeast	Greater New York - Pennsylvania	Water
Bixby	Jennifer	Central	Central	Transportation
Blair	David	Northeast	Northeast Sub Bus Line Support	Water
Blanchard	Mark	Southeast	Miami Metro	All
Blough	Donald	Northeast	Pennsylvania	Transportation
Bochet	Larry	NY Metro+	NYC Metro	Energy
Bodniewicz	Bohdan	DC Metro+	DC Metro	Water
Bolender	Brian	Northeast	Greater Pennsylvania	Oil & Gas
Bongiorno	Michael	Central	Central	Buildings + Places
Boone	Travis	Central	Central	Region Executive
Boose	Brian	DC Metro+	DC Metro+	Environment
Bottom	Lisa O.	Pacific	Pacific	Buildings + Places
Boucle	Julio	Southeast	Miami Metro	Transportation
Bow	Bill	All	Industrial	Environment
Bowers	John	DC Metro+	DC Metro	Water
Bradfield	Clay	Pacific	Greater Southern California	Environment
Brandon	Karen Diane	Southeast	Florida	Water
Brehm	Kevin	Midwest	Midwest	Environment
Brendle	Katharine	West	West	Transportation
Breor	Mark	NY Metro	NY Metro	Support/Cross Services
Brewer	Chris	Central	Central	Buildings + Places
Brickell	Jim	Southeast	Mid-Southeast	Environment
Briggs	Jerry	DC Metro+	DC Metro	Buildings + Places
Broderick	Joseph M.	NY Metro	NY Metro	Power/Environment

Brogdon	Tanika	All	All	Procurement FBS Contracts
Buchanan	D Scott	Central	Central	Transportation
Buell	Susan P.	All	All	Procurement FBS Contracts
Buresh	Nancy G	All	All	Support/Cross Services/Procurement
Burke	Joel	Southeast	Mid-Southeast	PPM
Buser	John N.	Central	Central	Water
Butzier	David R.	Pacific	Pacific	Transportation
Cababa	Robin	Pacific	Hawaii-Guam	Environment
Callegari	Jazzmin	All	All	Support/Cross Services/Procurement
Calver	David M.	National BL	National BL	Transportation
Calvet	Roberto	Latin America	Latin America	All
Campbell	Julia M.	Pacific	Pacific	Buildings + Places
Campbell	Keith T	LA Metro+	LA Metro	Water
Canimore	Brett	Northeast	Philadelphia Metro	Transportation
Caoili	Leslie	All	Subcontracts/Procurement	Support/Cross Services/Procurement
Caravousanos	Peter T.	Northeast	New York Metro	Buildings + Places
Carlson	Kevin	Central	Central	Transportation
Carnahan	Benjamin S.	Central	Central	Transportation
Carpio	Kristy Noriko Nakahara	All	All	Procurement FBS Contracts
Carter	Ray	Central	Central	Transportation
Cascino	Thomas	NY Metro+	NYC Metro	Transportation
Cataldo	Robert	Environment	Industrial	Environment
Cavalieri	Ronald R.	Southeast	Southeast	Water
Chambers	Carl	Southeast	Mid-Southeast	Water
Chambless	Melinda	All	Dow Chemical, Blue Cube, Olin for LA	Oil & Gas
Chaney	Mary "Katy"	Pacific	Pacific Northwest	Environment
Chapman	Jeffrey G.	LA Metro+	LA Metro	Transportation
Chapman	Joseph B.	Southeast	Southeast	Water
Chavez	Maribel	Central	Central	Transportation
Chelton	Donald	Northeast	New England	Water
Cherifi	Said	DC Metro+	DC Metro	Transportation
Chilarescu	Ioan C.	Central	Central	Water

Chorbajian	Abe	All	NA - B+P National Business Line (991)	Buildings + Places
Clark	Angela	West	West	Environment
Clements	Denise	All	ORM	Support/Cross Services
Clemow, III	Paul E	ENV Programs	Oil & Gas	Environment
Clendenin	Bill	DC Metro+	DC Metro	Buildings + Places
Clothier	Andrew	DC Metro+	DC Metro	Water
Cochran	Noelle	Central	ORM	Support/Cross Services
Cohen	Nancy	Central	Central	PPM
Cohen	Tim	Pacific	Southern California	Power and Industrial
Colagiovanni	Tony	Pacific	Greater Southern California	PPM
Coleman	Latonya	All	All	Support/Cross Services/Procurement
Collins	Michael	Southeast	Mid-Atlantic	Buildings + Places
Collister	Scott	Southeast	Greater Florida	Transportation
Connair	Dennis P	Midwest	Eastern Midwest	Environment
Converse	Michael Stone	West	West	Buildings + Places
Cooling	Thomas	Central	Central	Environment
Cooper	Cheryl	All	All	Support/Cross Services/Procurement
Corda	Donald N.	DC Metro+	DC Metro	Transportation
Corey	Daniel G.	All	DCS Americas	Transportation
Corney	Steve	All	National Environment	Environment
Covarrubias	Marco	West	West	Support/Cross Services/Procurement
Cowin	Diane H.	Pacific	Pacific	Transportation
Cox	Steve	All	Federal	Environment
Craig	William	West	West	Environment
Creighton	Jim	West	West	Energy
Crider	Derek A.	DC Metro+	DC Metro	Transportation
Crist	Paul V.	NYC Metro	Highway/Bridge	Transportation
Crocker	Allen	DC Metro+	DC Metro	Buildings + Places
Crumpton	Kristen	Central	Central	Water
Curran	Chris	Northeast	Philadelphia Metro	Water

Cushman	Thomas	Northeast	Philadelphia Metro	Transportation
Cyr	Patrick Joseph	Northeast	Northeast	Water
Czarnecki	R Martin	Pacific	Northern California	Transportation
Dailey	David S.	Central	Central	PPM
Damm	Beate	All	Dow Chemical, Blue Cube, Olin, plus all other O, G&C clients in South Texas	Oil & Gas
Danna	Staci	Gulf/Southwest	Gulf Coast	Environment
Darnell	Charles	Northeast	New England	Water
Darrington	Mark	Southeast	Mid-Southeast	Environment
Davis	Charles	Southeast	Greater Florida	Buildings + Places
de Almagro	Jose	All	National Transportation	Transportation
Dean	Daniel (Rob)	DC Metro+	DC Metro	Transportation
Deaver	Greg	Southeast		Environment
DeCesar	Rick	All	National Oil & Gas	Oil & Gas
Dechiara	Michael	All	All	Support/Cross Services/Procurement
DeCianne	Vincent	Gulf Southwest Region	Gulf Southwest/ Rocky Mountain Area	Environment
Deems	Zachary R.	Central	Central	Transportation
deGroot	Remmet J.	Central	Central	Support/Cross Services
Dekker	Charlene June	All	All	Buildings + Places
Delgado	Luis	Central	Central	PPM
Delphos	Paul	DC Metro+	DC Metro+	Water
Dempsey	Steve	NY Metro+	NYC Metro	Transportation
DePaola	Frank	Northeast	New England	PPM
Deros	Nick	Southeast	Mid-Atlantic	Transportation
Devine-Poithier	Sarah	West	West	Buildings + Places
deVivero	Deborah	All	All	Support/Cross Services/Procurement
Dewan	Komal	LA Metro+	DPE	Buildings + Places
Didier	David	Northeast	Philadelphia Metro	Transportation
Dinges	Eric Thomas	Southeast	Southeast	Buildings + Places

Doane-Allman	Julie	LA Metro	Greater Southern California	Environment
Doherty	Michael	Northeast	New England	Environment
Domingo	Camarano	Pacific	Southern California	PPM
Donahue	Michael J	All	National Water	Water
Donelson	Sam	Northeast	Philadelphia Metro	Transportation
Donovan	John J.	Midwest		Environment
Donovan	Thomas	LA Metro+	LA Metro	PPM
Dopheide	Andy	Midwest	Legal	
D'Orazio	Julie	Northeast	Northeast Sub Bus Line Support	Transportation
Dorward	Martin (Marty)	DC Metro+	DC Metro+	Water
Doyle	Jay	Northeast	New England	Transportation
Drabic	Matthew	Central	Central	Buildings + Places
Drake	Liz	LA Metro+	LA Metro	Buildings + Places
du Toit	Gerhard D.	Northeast	Northeast	Transportation
Duethman	Stephen J.	Central	Central	Buildings + Places
Dugosh	Joey	All	All	Support/Cross Services/Procurement
Duncan	Jay	All	Planning	Transportation
Dwight	Don	Northeast	New England	Environment
Dwyer	Charles T.	Central	Central	Transportation
Dwyer	Margaret	Southeast	Mid-Southeast	Transportation
Eckman	Alan	Central	Central	Transportation
Edgar	Michael	Southeast	Southeast	Environment
Edwards	Ashley	All	NA - Corporate US	Power & Industrial
Edwards	Garrick	Southeast	Mid-Southeast	Transportation
Edwards	Mike	Pacific	Pacific Northwest	Environment
Edwards	Thomas D.	Southeast	Mid-Atlantic	Transportation
Eicholtz	Mark	Southeast	Greater Florida	Transportation
Ekambaram	Vanavan	NYC Metro	NYC Metro	Environment
Eklund	Bart	All	National Environment	Environment
Eldred	Nicholas	Midwest		Environment
Engelke	Jon	All	National Transportation	Transportation
Engler	Kurt	Central	Central	Buildings + Places
Erdal	Zeynep Kisoglu	LA Metro+	LA Metro	Water
Espy	David	All	All	Environment
Etherton	Jim	Central	Central	Transportation

Evans	Charles H.	Southeast	Florida/Federal	Building + Places
Everett	Jan	Southeast	Greater Florida	Transportation
Feldsher	Theodore B.	Pacific	Pacific	Water
Felt	Wade	DC Metro+	DC Metro+	Transportation
Fenner	Teri	Pacific	Southern California	Environment
Findlen	Suzanne	Northeast		Power
Fink	Ben	DC Metro+	DC Metro	Buildings + Places
Finnell	Brian A.	Northeast	New England	Environment
Fiori	Bruno	Southeast	Greater Florida	Transportation
Fitzgerald	Conan D.	Southeast	Southeast	Environment
Fitzwilliam	Steve	West	West	Water
Flack	Mike	Pacific	Greater Southern California	Environment
Flasz	Aileen	Southeast	Panama	Environment
Flautt	Aaron	All	All	Transportation
Formagus	Jason	Management		
Forrest	Mike	West	West	Water
Franano	Michael D.	Midwest	Central Midwest	Environment
Francis	Mathew	Central	Central	Water
Francisco	Jay A.	All	All	Environment
Frauhigher	Todd	Central	Central	Water
Free	Lou	Northeast	New England	Transportation
Freeman	Gary L.	Southeast	Southeast	Water
Fricke	Rebecca	Southeast	DC Metro	Environment
Frison	Shelly R.	All	All	Support/Cross Services/Procurement
Frownfelter	Jen	All	National Power and Industrial	Power & Industrial
Fuchs	Randy	Central	Central	Transportation
Fulton	David	All	All	Environment
Gaal	Jeff	All	Exxon Mobil	Oil & Gas
Gabaldon	Mike	Pacific	Pacific Sub Bus Line Support	Water
Gaiser	Bane L.	Central	Central	B+P
Gajwani	Sachin	Northeast	NYC Metro	Water
Gallagher	Judy	All	National Government	Federal
Galli	Mike	All	National Transportation	Transportation
Galloway	Steven E	All	PPM WEST (717)	Construction Services
Garcia	Carlos	Southeast	Miami Metro	Transportation

Garland	Michelle R.	All	All	Support/Cross Services/Procurement
Garrison	Paul T	DC Metro+	DC Metro	Buildings + Places
Gasparro	Mike	All	National Transportation	Transportation
Gault	George	Southeast	Greater Florida	Transportation
Gauthier	Dale	LA Metro+	LA Metro	Power and Industrial
Gayle	Perry	Southeast	Mid-Southeast	Water
George	John A.	Central	Central	B+P
Gerber	Dean	Midwest	Midwest	Environment
Gerken	John Matthew	Pacific	Pacific	Environment
Giles	Gabe	NY Metro+	NYC Metro	Water
Girard	Duane	W. Canada/Toronto Metro+	Greater Ontario/Greater Toronto	PPM
Girman	Michael	Northeast	Philadelphia Metro	Transportation
Gladu	Nicole	Pacific	Pacific	Environment
Glapa	Carol A.	All	All	Support/Cross Services/Procurement
Glowacki	Joseph R. (Joe)	Southeast	Greater Florida	Transportation
Glunz	Greg	Central	Central	Water
Goldman	Jeff	Pacific	Greater Northern California	Buildings + Places
Goodman	John "Mike"	Southeast	Mid-Atlantic	Buildings + Places
Gogue	Cynthia V.	All	All	Support/Cross Services/Procurement
Gorham	Bill	Pacific	Greater Southern California	Environment
Gorman	Richard L.	DC Metro	DC Metro	B+P
Gourlay	Alexander	Central	Central	Water
Graham	Bill	Pacific	Greater Southern California	Environment
Grant	Lee	Southeast	Southeast Region Mgmt	Support/Cross Services
Gray	Damon Richard	West	West	Buildings + Places
Gray	John	DC Metro+	DC Metro+	Transportation
Green	Tim	All	US DOD (Air Force and Army)	Environment

Greenan	Joseph P.	All	National Government	National Government
Greenwood	Michael	Southeast	Mid-Atlantic	Transportation
Grieveson	Curtis	Southeast	Mid-Atlantic	Buildings + Places
Grinstead	Gary	DC Metro+	DC Metro	Environment
Groves	Gregory	Central	Central	Transportation
Guigliano-Gilmore	Jennifer	Environment	Industrial	Environment
Guillot	Glenda M.	All	All	Support/Cross Services
Gundarlahalli	Jagadish	LA Metro+	LA Metro	Environment
Gunn	John F.	Northeast	New York Metro	Buildings + Places
Gunner	Tim	Northeast	Philadelphia Metro	Transportation
Gut	Thomas W.	Pacific	Pacific	Transportation
Gwinn	Rosa	DC Metro+	DC Metro	Environment
Habib	Riad N	NY Metro	NY Metro	Power
Hadfield	Phillip	All	National Transportation	Transportation
Hagen	Kevin R.	Central	Central	Transportation
Hall	Thomas Brian	Southeast	Tennessee	Transportation
Hallinan	Timothy	DC Metro+	DC Metro+	Water
Hammer	Christopher John	Southeast	Mid-Southeast	Water and Power
Handfelt	Leo	Pacific	Greater Southern California	Water
Handley	Mark A.	All	National Government	National Government
Hanna	Fred	Southeast	Mid-Southeast	Power & Industrial
Hansen	Richard M	LA Metro+	LA Metro	Buildings + Places
Hapkiewicz	John T.	Northeast	New England	Transportation
Harper	Garrett	Central	Central	Buildings + Places
Harrington	Amy K.	All	All	Support/Cross Services/Procurement
Harris	Neil	Pacific	Greater Northern California	Support/Cross Services
Harrison	Matt	All	Upstream Clients	Oil & Gas
Harrison	Terri	All	All	Support/Cross Services/Procurement
Hartsock	Douglas R.	Pacific	Pacific	Water

Hartung	Scott	Southeast	Mid-Southeast	Environment
Harward	Robert J. (Bobby)	All	National Government	National Government
Haselden	Tom	Southeast	Mid-Southeast	Water
Haskell	Nick	Pacific	San Francisco Bay Area Metro	Buildings + Places
Haux	Michael J	ENV Programs	Oil & Gas	Environment
Hawthorne	Robert	Central	Central	Water
Hayter	John	Southeast	DC Metro	Transportation
Heinicke	John	Midwest	Central Midwest	Environment
Helmlinger	Brian	DC Metro+	DC Metro	Environment
Henderson	Carrie B.	Southeast	Southeast	Environment
Henkel	Daniel R.	All	All	Procurement FBS Contracts
Henriquez	Steve	Southeast	Greater Florida	Transportation
Herer	David	All	National Water	Water
Herman	Reginald	Gulf/Southwest	Texas	Environment
Hernandez	Ashleigh	All	All	Support/Cross Services/Procurement
Hernandez	David	All	National Government	National Government
Hernandez	Pedro	Southeast	Miami Metro	Water
Herrin	Jeff	Pacific	Greater Northern California	Water
Herring	Gina E.	Southeast	Florida	Environment
Hertz	Robert	West	West	Transportation
Hicks	Peter A	ENV Programs	Oil & Gas	Environment
Higginbotham	Herbert	Northeast	Greater New York - Pennsylvania	Water
Hille	Glen	LA Metro+	LA Metro	Support/Cross Services
Hinkle	Ray	NY Metro+	NYC Metro	Environment
Hinson	Charles	Pacific	Pacific Northwest	PPM
Hissen	Ramsey	Pacific	Northern California	Transportation
Hoebener	Pam	All	HR	
Hogue	Kelly M.	All	All	All
Holland	Craig	Pacific	Pacific Sub Bus Line Support	Transportation
Holland	Joshua G.	All	All	All
Holt	Steve	Southeast	Southeast	Environment
Holtan	Tom	Central	Central	Water

Holter	Mark	LA Metro	Greater Southern California	Building Engineering
Hoose	Will	LA Metro	LA Metro	Environment
Hopwood	Jonathan	DC Metro+	DC Metro	Buildings + Places
Horn	Ben P	Pacific	Greater Southern California	Water
Horton	Lenore H.	Southeast	Southeast	Water
House	Mike	Southeast	Southeast	Power and Industrial/Oil & Gas
Houston	Tina	Southeast	Georgia/Alabama	Water
Hoyle	Dennis	Southeast	Mid-Southeast	Transportation
Hromada	Don	NY Metro+	NYC Metro	Transportation
Huff	Nadine E.	All	All	Procurement FBS Contracts
Hummert	James B	Central	Central	Water
Hunter	Tom	Central	Central	Transportation
Hurley	Bobbie	Southeast	Mid-Southeast	Environment
Igoe	Andrea D.	All	All	Support/Cross Services/Procurement
Isaacs	Jon	Pacific	Pacific Northwest	Environment
Issa	Rami	Central	Central	Water
Iverson	Steven K.	Midwest	Central Midwest	Environment
Jacobson	Peter	All	Chemicals/Pharma Lead	Environment
Jaff	Omar G.	Pacific	Pacific	Transportation
James	Stephen R.	DC Metro+	DC Metro+	Water
Jammal	Nabil	Pacific		Aviation
Jarboe	Brian	Southeast	Mid-Atlantic	
Jelen	Michael Joseph	Southeast	Southeast	PPM
Jenkins	Scott T.	Southwest	Greater Southwest	Environment
Jeung	Rod	Pacific	San Francisco Bay Area Metro	Environment
John	David	Gulf/Southwest	Texas/Gulf Coast	Environment
Johnson	Diane	All	All	Subcontracts/Procurement
Johnson	Katie	Central	Central	Buildings + Places
Johnson	Kristine Bishop	Southeast	Southeast	Buildings + Places
Jones	Angela J.	Southeast	Mid-Atlantic	Transportation
Jongleux	Brenda S.	All	All	All
Jorgenson	Denzil L	Midwest	Central Midwest	Environment

Josey	Crystal	LA Metro	Greater Southern California	Environment
Julius	Michelle	Central	Central	Transportation
Kacer	Andy	Southeast	Greater Florida	Transportation
Kaczor	Jim	Northeast	Greater New York - Pennsylvania	Environment
Kajiya	Keith	LA Metro+	LA Metro	PPM
Kalapos	Beth A.	Central	Central	Buildings + Places
Kamath	Vivek S	Southeast	Miami Metro	Environment
Kaselow	Richard	Central	Central	Buildings + Places
Kauffman	Mark D.	Northeast	New England	Environment
Kay	Bruce	Northeast	Greater Pennsylvania	Transportation
Kazmi	Syed	West	West	Transportation
Keady	Kevin	Central	Central	Buildings + Places
Keay	Marcus Owen	West	West	Buildings + Places
Keegan	Katherine A.	Northeast	New England	Transportation
Keil	George	Northeast	Greater Pennsylvania	Environment
Kellner	Gregory	All	All	Environment
Kelly	Shawn	Pacific	SF Metro	Power and Industrial
Kelmar	Laura	Northeast	New England	Environment
Kelsey	Scott	West	West	Transportation
Kemple	Eleanor R.	All	All	Support/Cross Services/Procurement
Kennedy	Evangeline R.	All	All	Procurement FBS Contracts
Kerwin	Michael	Southeast	Miami Metro	Buildings + Places
Kesar	Shivani	Southwest	Greater Southwest	Environment
Kettinger	Thomas	Midwest	Central Midwest	Environment
Khalilian	Kamran	Southeast	Mid-Atlantic	Transportation
Khoury	Jeff	LA Metro+	LA Metro	Transportation
Khoury	Majed A.	NYC Metro	NYC Metro	Environment
Kim	Eugene	Pacific	LA Metro	Transportation
King	Erica	Southeast	Mid-Southeast	Water
Kinneen	John	All	PPM	Water
Kirby	Tom	Southeast	Mid-Atlantic	Transportation
Kirschner	Randy L.	Central	Central	Buildings + Places
Kleinman	Robert	DC Metro+	DC Metro	Transportation
Klimek	Kevin	Central	Central	Water

Kolbeck	Ann E.	All	All	Support/Cross Services/Procurement
Korose	Gregory L	West	West	Environment
Koski	TJ	All	All	Support/Cross Services/Procurement
Kostage	Stephen	NY Metro+	NYC Metro	Environment
Kouchoukos	John	All	ORM	Support/Cross Services
Kovacic	Tom	Midwest	Eastern Midwest	Environment
Krach	Ken	Southeast	Mid-Atlantic	Buildings + Places
Krul	Steven A	ENV Programs	Oil & Gas	Environment
Kumta	Ashok	Southeast	Mid-Atlantic	Transportation
Kyles	James	Central	Central	Environment
Labrum	Lori	Central	Central	Transportation
Laferte	Denise	All	Federal	Water
Lambrecht	Michael	Southeast	Mid-Southeast	Power
Lang	Gabriel	Southeast	Southeast	Environmental
Lang	Mark	Northeast	Greater New York/PA	Water/Environment
Langlais	Aaron L.	All	All	All
Lanham	Sacha J.	All	All	Support/Cross Service/Procurement
Lanier	Lisa M	All	All	Support/Cross Services/Procurement
LaPlaca	Frank	NY Metro+	NYC Metro	Transportation
Larkin	Mona	Metro New York	Upstate New York	Environment
Lavey	Robert A.	LA Metro+	LA Metro+	B+P
Lay	Garry	Pacific	LA Metro+	Environment
Lay	Richard	Central	Central	Buildings + Places
Leach	Steve	Pacific	Northern California	Environment
Leahy	George	NY Metro+	NYC Metro	Environment
Lebel	Sean	DC Metro+	DC Metro+	Building + Places
Lee	C Scott	Southeast	Miami Metro	Water
Lee	Daniel A.	LA Metro+	LA Metro	Transportation
Lee	Joseph	All	All	Support/Cross Services/Procurement
Legorreta	Joaquin	All	All	Procurement

Lehman	Dale	All	National Government	National Government
Leidy	Roy	Pacific	Greater Northern California	Environment
Leininger	Richard	DC Metro	DC Metro	Transportation
Lelong	Bruce R.	Central	Central	Water
Leonard	Jean	Gulf/Southwest	Texas	Environment
Leventakis	Mano	All	All	Real Estate
Levy	Dan	Southeast	Miami Metro	Environment
Lichtman	Roger S.	All	National B+P	Buildings + Places
Lindgren	Elliott	Northeast	Philadelphia Metro	Transportation
Litzinger	Millette	West	West	Transportation
Lobdell	Eddie	Southeast	Mid-Southeast	Transportation
Lonkevych	Mark	West	West	Energy
Lopez	Rebecca E.	All	All	Support/Cross Services/Procurement
Lopez	Wendy	Central	Central	Transportation
Lorek	Paul Peter	Southeast	Baltimore	Transportation
Loui	Rae M.	Pacific	Hawaii-Guam	Water
Louis	Frank	Central	Central	Buildings + Places
Lovell	Cecilia Meyer	LA Metro	LA Metro	Environment
Lowe	Robert	NY Metro+	NYC Metro	Transportation
Lujan	Ross	Central	Central	Transportation
Lupo	Domenic	LA Metro+	LA Metro	Transportation
Luty	Joseph	NY Metro+	NYC Metro	Environment
Lutz	Jennifer	Southeast	Mid-Atlantic	Transportation
Luyten	Chuck	Gulf/Southwest	Denver Metro	Environment
Lyles	Vance M	Midwest	Eastern Midwest	Buildings + Places
Lynch	David	DC Metro+	DC Metro+	Transportation
Mac Allen	Thomas C	NYC Metro	NYC Metro	Water
MacEwan	Mark	DC Metro+	DC Metro	Environment
MacGregor	Alastair	All	Technical Excellence	B+P
Maher	Gary	Gulf/Southwest	Gulf/Southwest	National Government
Maia	Decio	Southeast	Rio de Janeiro	Environment
Majzoub	Jason	LA Metro	LA Metro	Transportation
Malacarne	Charles P.	Southeast	Southeast	PPM
Manker	Will	Pacific	LA Metro+	Environment
Mann	Jeffrey Glenwood	Southeast	North Carolina	Transportation

Mann	Manning C.	All	All	Procurement FBS Contracts
Manojlovski	Danny B.	Central	Central	Transportation
Mardambek	Anthony T	Central	Central	Water
Margevicius	Anthony T	All	National Water	Water
Mariano	Christopher	All	All	Environment
Marion	Daniel	Southeast	Southeast	Environment
Marr	Thomas James	All	All	Environment
Marshall	Amy	All	National Environment	Environment
Marshall	Timothy R.	Pacific	LA Metro+	Environment
Martinez	Gregory J.	West	West	Building + Places
Martysz	Ivan	Central	Central	Water
Mascaro	Rodrigo	Southeast	Latin America	Transportation
Matthews	Patricia A. (Patty)	Central	Central	Water
Matty	Stephen	DC Metro	DCS	Transportation
Maurier	Tim	LA Metro	LA Metro	Transportation
May	Michael R.	Central	Central	Water
Mayfield	Michelle	Southeast	Mid-Southeast	Environment
Mayo	Jim	Southeast	Greater Florida/Latin America	Environment
Mazzocco	Elizabeth	All	All	Support/Cross Services/Procurement
Mazzone	Joseph F.	All	All	Support/Cross Services/Procurement FBS Contracts
McCauley	Robin B	All	All	Support/Cross Services/Procurement
McCarthy	Mike	Northeast	New England	Transportation
McCarty	Diane	Gulf/Southwest	Denver Metro	Environment
McClelland	Scott	DC Metro+	DC Metro	Environment
McCollom	Patrick M.	Pacific	LA Metro	Transportation
McConnell	Marc	ENV Programs	Oil & Gas	Environment
McCrary	Rod	Central	Central	Water
McDermott	Christopher	Northeast	Northeast	PPM
McDonald	Douglas C	All	All	Support/Cross Services/Procurement
McElroy	Jennifer L.	Central	Central	PPM
McFall	Wayne	Southeast	Mid-Atlantic	Transportation
McGill	Michael	All	All	Environment

McGuire	Chris	Southeast	Mid-Atlantic	Transportation
McKelvie	Daniel	LA Metro+	LA Metro	Transportation
McKinney	Michelle	All	All	Support/Cross Services/Procurement
McMullen	Lynne M.	DC Metro+	DC Metro+	Environment
McPherson	Thomas	Northeast	NY Metro	Water
McQuerrey	Penelope	All	All	Support/Cross Services/Procurement
Meiri	David	Midwest	Chicago Metro	Environment
Mejeur	Randy	Southeast	Greater Florida	Buildings + Places
Mekarski	Brian	Southeast	Greater Florida	Transportation
Mello	Vincente P de	Latin America	Latin America	Water
Mendez	Carlos	Southeast	Latin America	Power and Industrial/Oil & Gas
Mendoza	Fabian E., Jr.	Southwest	Greater Southwest	Water
Mengale	Suhas	Southeast	Southeast	PPM
Mengden	Robert J. (Bobby), Jr.	Southwest	Greater Southwest	Water
Mercurio	Etty L.	Pacific	Pacific	Transportation
Merin	Ira S.	ENV Programs	Oil & Gas	Environment
Mesbah	Masood	Pacific	Greater Northern California/Pacific	Water
Mestas	Teresa (Terri) C.	West	West	Building + Places
Michel	Robert M	NY Metro+	NYC Metro	Environment
Mikaelian	Scott	Environment	Industrial	Environment
Miller	Bruce G.	All	All	Support/Cross Services/Procurement
Miller	Mary	Gulf/Southwest	Houston Metro	TX Gulfcoast/Midstream O7G
Miller	Matthew	Southeast	Southeast	Buildings + Places
Miller	Scott D.	Central	Central	Water
Miller	Shane M.	Central	Central	Water - PTO
Mitchell	David	Pacific	San Francisco Bay Area Metro	PPM
Mockus	Chris	LA Metro+	LA Metro	Transportation

Mod	Mark	West	West	Support/Cross Services/Procurement
Moman	Annika	All	NA - ENE - Opco Mgmt (996)	Energy
Moon	James	West	West	Power
Morecraft	Andy	All	Kinder Morgan	Oil & Gas
Moriarty	Michael	All	National Energy	National Energy
Moriconi	David	Southeast	DC Metro+	Transportation
Morin	Stacy	Southeast	DC Metro+	Transportation
Mosquera	Justin	All	All	Environment
Moura	Juliana	Southeast	Brazil	
Moy	Get	All	FEMA	PPM
Mroczka	Gary	Central	Central	Transportation
Mullins	Jennifer L.	All	All	Support/Cross Services/Procurement FBS Contracts
Mumford	Jason	DC Metro+	DC Metro	Transportation
Murphy	Tim	Pacific	Greater Southern California	Environment
Mustoe	Brett	Gulf/Southwest	Southwest	Environment
Myers	Ken	Pacific	Greater Northern California	Water
Myers-Graham	Beth	Midwest	Commercial	Power and Industrial, Environment
Myller	Brian	Gulf/Southwest	Denver Metro	Environment
Nader	Kamran	Southeast	Mid-Atlantic	Transportation
Nakasone	Martin	Pacific	Hawaii-Guam	B+P/Transportation
Namur	Ida	Southeast	Mid-Atlantic	Power & Industrial
Naperala	Troy	Central	Central	Water
Nash	Joy	All	All	Support/Cross Services/Procurement
Naughton	Timothy R.	Pacific	Pacific	Environment
Naulty	Patrick T.	All	All	Procurement FBS Contracts
Neese	William	Gulf/Southwest	Southwest	Environment
Nelsen	Bill	Southeast	Greater Florida	Transportation
Nelson	Jeff	Midwest	Eastern Midwest	Environment
Niederreither	Mike	Northeast	Philadelphia Metro	Environment

Niemuth	Jon	All	NA - B+P National Business Line (991)	Buildings + Places
Nino	Jaime	Southeast	Latin America	Support/Cross Services
Niro	Achille	NY Metro+	NYC Metro	Transportation
Nixon	Robert	West	West	Water
Noble	Donna M.	All	All	Support/Cross Services/Procurement FBS Contracts
Nolan	Kristopher	Environment	Industrial	Environment
Norton	Brian	Northeast	New England	Water
Nottage	Natalie	All	All	Environment
Obertino	Jennifer L.	Midwest	Central Midwest	Environment
O'Connell	Keith	Pacific	Pacific Northwest	Environment
O'Connor	John	Central	Central	Support/Cross Services
O'Connor	Tom	NY Metro+	NYC Metro	Transportation
Okes	Scott	DC Metro+	DC Metro	Buildings + Places
O'Konski	Al	DC Metro+	DC Metro	Buildings + Places
Oliver	Sherry L.	All	All	FCAP
Onderak	Eric Dale	Central	Central	Water
Oosterhoudt	James	Environment	Industrial	Environment
Orlin	Bob	All	All	Support/Cross Services
Osantowski	Richard A	Central	Central	Water
Ospina	Jose	Southeast	Latin America	Environment
Oswalt	Daven	DC Metro+	DC Metro	Water
Ouansafi	Michele L.	All	All	Support/Cross Services/Procurement FBS Contracts
Overly	James G	All	All	Support/Cross Services/Procurement
Owens	Loretta T	All	All	Support/Cross Services/Procurement
Page	Molly	Central	Central	Water
Palacio	Ed	Southeast	Greater Florida	Transportation
Panciera	Matthew	ENV Programs	Chemicals & Industrial	Environment
Parikh	Anil	NY Metro	NY Metro	
Parkinson	Ken	Southeast	Southeast Sub Bus Line Support	Transportation

Parsons	Jeffrey P.	All	All	Procurement FBS Exec
Patnaude	David M.	Northeast	Northeast	Transportation
Patorno	Mike	Central	Central	Water
Patterson	Robert (Brent)	Central	Central	Transportation/ CM/CEI
Payne	DeAnn N.	All	All	Support/Cross Services
Paznokas	Steve	All	National Government	National Government
Peapully	Krishna	Central	Central	Transportation
Peninger	Paul	West	West	Buildings + Places
Pepple	Nathan	Central	Central	Buildings and Places
Peter	Jim	All	National Government	National Government
Peters	Linda	Pacific	SF Metro	Planning
Peterson	Jamie	Pacific	Legal	
Pettigrew	Robert	All	All	Environment
Petto	Steve	Pacific	Gas Utilities	Power & Industrial
Philipsborn	Jon	All		Environment
Pickard	Samuel A.	Northeast	Northeast	Transportation
Pierre	Terry	West	West	Support/Cross Services/Procurement
Pietryka	Brian	Southeast	Mid-Atlantic	Transportation
Pinisetti	Kamalesh	Gulf/Southwest	Rocky Mountain Area	Environment/National Gov
Porterfield	Jon	Pacific	SF Metro	PPM
Post	John (Bob)	Pacific	Pacific Northwest/Northern California	Transportation
Preboske	Mike	Central	Central	Transportation
Pressdee	Jonathan	All	All	Water
Price	Donald	All	All	Environment
Price	Patrick	All	Akk	Support/Cross Services/Procurement
Prince	Robert (Bobby)	DC Metro+	DC Metro	Transportation
Proctor	Michael	DC Metro+	DC Metro	Water
Pugh	Lucy	All	NA - WAT Opco Mgmt (940)	Water
Punyamurthula	Sujan	Pacific	Northern California	Water

Quaranta	Thomas	NY Metro+	NYC Metro	Transportation/PPM
Quiat	Ira	All	National Transportation	Transportation
Quinn	Barry	Southeast	Mid-Southeast	Transportation
Raab	Michelle	Gulf/Southwest	Houston Metro	Environment
Rae	David	Southeast	Greater Florida	Transportation
Raley	Terence C.	All	All	Procurement FBS Exec
Randall	David	All	All	Environment
Rauen	Bill	Southeast	Mid-Atlantic	Buildings + Places
Reece	Courtney	Gulf/Southwest	Texas/Gulf Coast	Environment
Reece	Dennis	Gulf/Southwest	Gulf Coast	Environment
Reese	Edward E.	Northeast	Greater Pennsylvania	Transportation
Reish	Sean M.	Central	Central	Buildings + Places
Renville	Todd	Midwest	Central Midwest	Environment
Rice	Kerry	DC Metro+	DC Metro+	Water
Richardson	Carl	Central	Central	Water - PTO
Richer	James	All	Global Environment	Environment
Riddle	Joe	Southeast	Carolinas/Tennessee/ Georgia/AL	B+P
Ringsmuth	Todd	Central	Central	Water
Ringwald	Robert W.	Central	Central	Transportation
Rivas	Rey	Southeast	Greater Florida	Transportation
Rivers	Robert	Central	Central	Water
Roberts	Renee	DC Metro+	DC Metro	Environment
Roberts Jr	Thomas William	Central	Central	PPM
Robinson	Michelle J.	All	All	Transportation
Robinson	Lew	DC Metro+	DC Metro	B+P
Robinson	Steven	Central	Central	Buildings + Places
Robison	Lilian	All	NA - WAT Opco Mgmt (940)	Water
Roden	David	DC Metro+	DC Metro	Transportation
Rohrer	William	Pacific	Pacific Northwest	Environment
Rokoff	Mark	All	NA - Corporate US	Power & Industrial
Roldan	Andres	LA Metro+	LA Metro	Transportation
Romig	Richard	Central	Central	Transportation
Rondinello	Lou	NY Metro+	NYC Metro	Transportation
Rosen Smith	Sheryl	Midwest	Midwest	Environment

Ross	Aisha Z.	All	All	Procurement FBS Contracts
Rousseau	Sean	DC Metro+	DC Metro	Transportation
Royer	Todd	Midwest	Eastern Midwest	Environment
Rubino	Nicholas	Northeast	New England	Transportation
Rubio-Escobar	Diana C	All	All	Support/Cross Services/Procurement
Rudd	Michael (Mike)	Southwest	Greater Southwest	Transportation
Ruiz	Pablo C.	Central	Central	Support/Cross Services
Ryan	David W.	Northeast	New England	Transportation
Ryan	Keith	NY Metro+	NYC Metro	Environment
Ryan	Mark E	Central	Central	Transportation
Ryan	Tim	Southeast		Transportation
Sala	Keith	Northeast	Philadelphia Metro	Transportation
Salinas	Rigo	Central	Central	PPM
Samuels	Kelley Jeanne	Southeast	DC Metro	Environment
Sands	Rick	All	NA - Corporate US	Power & Industrial
Sauls	Larry	Southeast	Greater Florida	Transportation
Sawaya	Mario R.	All	All	Corporate
Sawitzki	David G.	Southeast	Southeast	Water
Sax	Maria Z.	Midwest	All	Water
Scerbo	Tom	NY Metro+	NYC Metro	B+P
Scherpf	Robert	Northeast	Northeast Sub Bus Line Support	Water
Schilling	William R.	Central	Central	Transportation
Schindel	Douglas W.	Central	Central	Transportation/Water
Schmidt	Marty	All	BP	Oil & Gas
Schoenwolf	Adrienne	DC Metro+	DC Metro+	Water
Schofield	Lea Ann	All	All	Support/Cross Services/Procurement
Schug	David	Pacific	Greater Southern California	Power & Industrial
Schwalbach	John E	Central	Central	Transportation
Searl	Susanne M.	All	All	Support/Cross Services
Seibert	Tracy	East Penn Project	East Penn Project	Environment
Servetas	Dan	Northeast	Greater New York - Pennsylvania	Environment
Setzko	Dennis	Northeast	New England	Water

Seward	Donald	Southeast	Mid-Atlantic	Environment
Sewell	William	DC Metro+	DC Metro+	PPM
Shanahan	Kevin	NY Metro	NY Metro	Environment
Shannon	Michael T	Northeast	Philadelphia Metro	Environment
Shareef	Gunseli	All	National Power and Industrial	Power & Industrial
Sheehan	Crystal	All	All	Support/Cross Services/Procurement
Shemo	Neil	Northeast	Pennsylvania	Transportation
Shileikis	Dale	All	All	Environment
Shleyger	Liliya	All	All	Support/Cross Services
Shoemaker	Mike J.	Pacific	Northwest	Environment
Shreve-Gibb	Betsy	Northeast	Northeast Sub Bus Line Support	Water
Shrodes	Christopher	Central	Central	Buildings + Places
Shulters	Jacqueline	West	West	Water
Shumpert	Derrick S.	All	DCS Americas	All
Siegel	Ruby	NY Metro+	NYC Metro	Transportation
Sikora	John	Central	Central	Water
Silvers	Brian	Central	Central	All
Simmler	Lee Anne	All	All	Environment
Simmons	Deb	Northeast	New England	Environment
Simpson	Dennis	DC Metro+	DC Metro+	Transportation
Simpson	Randy	Gulf/Southwest	Southwest	Transportation
Singletary	James P	All	National B+P	Buildings + Places
Singley	Charles E.	All	All	Support/Cross Services/Procurement FBS Contracts
Slade	Patti	Southeast	Mid-Southeast	Environment
Smerage	Jeremy	W. Canada/Toronto Metro+	Western Canada - Mountain States	Transportation
Smiley	Jerry	Gulf/Southwest	Dallas/Ft. Worth Metro	Environment
Smith	Christopher Charles	Southeast	Mid-Southeast	Business + Places
Smith	Craig J.	Pacific	Pacific	Water
Smith	Sheryl	Midwest	Eastern Midwest	Environment
Smith	Ronald	DC Metro+	DC Metro+	Water
Smyth	Nicholas A	Pacific	San Francisco Bay Area Metro	PPM

Solberg	Bill (William)	Environment	Industrial	Environment
Somerville	John	All	National Government	National Government
Somerville	Paul	LA Metro+	LA Metro	Environment
Song	Jiongjiong (John)	Central	Central	Transportation
Sosa	Ray	LA Metro+	LA Metro	Transportation
Soukup	Jim	All	National Transportation	Transportation
Spaventa	Nicholas	NY Metro+	NYC Metro	Transportation
Spencer	Julie A	All	All	Environment
Spera	Michael L	NY Metro+	NYC Metro	Environment
Sprague	Warren	LA Metro	LA Metro	Transportation
Squire	James (Rich)	Central	Central	Transportation
Stahl	David	Central	Central	Construction
Stannard	Keith	Southeast	Greater FL/Latin America/Miami Metro	Power and Industrial/Oil & Gas
Stark	John J.	All	All	Support/Cross Services
Steele	Tamela K.	All	All	Support/Cross Services
Stenberg	Laurie	DC Metro+	DC Metro	Environment
Stevens	Noelle Dawn	All	All	Support/Cross Services/Procurement
Stiller	Michael	All	All	Environment
Stinson	Beverley	All	Wastewater	Water
Stobbie	Brian	NY Metro+	NYC Metro	Transportation
Stockton	Richard	Central	Central	Transportation
Stoikoff	Jason	West	West	Buildings + Places
Stone	Lisa G.	All	All	Support/Cross Services/Procurement
Storella	Paul	NY Metro+	NYC Metro	Water
Straus	Alan	Southeast	Mid-Atlantic	Chief Operations Office (COO)
Strickland	Janet	Central	Central	Water
Stroh	Steve	All	Complex Bridges	Transportation
Strohecker	Alanna	All	All	Transportation
Sturn	Richard	Environment	Industrial	Environment
Suarez	Regina	Southeast	Puerto Rico	Buildings + Places
Suhre	Joseph	Midwest	Eastern Midwest	Environment

Sulerzyski	David	Southeast		Transportation
Swearingen	Emily Fox	Southeast	Mid-Southeast	Transportation
Sweitzer	Sherry Lynn	West	West	PPM
Swider	Dawn	Midwest	Chicago Metro	Environment
Taavola	Daryl J	Central	Central	Transportation
Taddeo	Carol-Anne	Northeast	New England	Environment
Takacs	Patricia	All	All	All
Tammi	Carl	Northeast	New England	Environment
Tarara	Andrew J.	ENV Programs	Oil & Gas	Environment
Taylor	Amanda	Southeast	Mid-Southeast	Environment
Taylor	Michael Joseph	Southeast	Mid-Southeast	Water
Taylor	Randall	Southeast	Carolinas/Tennessee	
Taylor	Stephanie	All	All	Environment
Teacle	Val	All	All	Procurement
Tehrani	Touraj (Tom)	NY Metro+	NYC Metro	Transportation
Tennant	Doug	Southeast	Carolinas/Tennessee	Transportation
Thibault	Scott	Northeast	New England	Water
Thomas	Douglas K.	All	All	Support/Cross Services/Procurement
Thomas	Michael A.	Midwest	Central Midwest	Environment
Thompson	Raymon	All	All	FBS Exec
Thompson	Richard	All	Project Performance	B+P
Thonen	Terrance L	Midwest	Central Midwest	Environment
Tiedeman	Janie	DC Metro+	DC Metro+	Transportation
Tiernan	Christine	NY Metro+	NYC Metro	Transportation
Toms	Edwin	Central	Central	Water
Toomey	Landon C.	All	All	All
Torres	Carlos	Southeast	Carolinas/Tennessee	Federal Construction
Totillo	Bob	NY Metro+	NYC Metro	Transportation
Treat	Matthew B.	Pacific	Pacific	B+P
Trippe	Gregory M.	All	All	Procurement FBS Contracts
Tronel	Claire	Southeast	Southeast	Transportation
Tsai	Steve	All	National Government	National Government
Tubman	John	All	National Government	National Government
Tull	Steven	Northeast	Philadelphia Metro	Environment
Turk	Dave	Central	Central	Water
Turley	Bob	Pacific	Northern California	Power & Industrial
Turner	Michael	DC Metro+	DC Metro+	Transportation

Tyrrell	Terry W.	Central	Central	Transportation
Ulukaya	Matt	LA Metro+	LA Metro	Transportation
Unger	Petra	Pacific	Greater Northern California	Environment
Ungerer	Janet	Southeast	Mid-Atlantic	Transportation
Ulrich	Cecil	Pacific	Pacific Northwest	Support/Cross Services
Vaccari	Mitch	Pacific	Greater Northern California	PPM
Van Den Berg	Harm (Harry)	Pacific	LA Metro+	Environment
Vannest	Tracey	All	Dow Chemical, Blue Cube, Olin	Oil & Gas
Vargas	Juan	Central	Central	Water
Veltri	Lorraine	Southeast	Southeast	Water
Vicar	Darren	Southeast	Southeast	Buildings + Places
Vierheilig	Kim	Northeast	Northeast	Buildings + Places
Volk	John	Northeast	Philadelphia Metro	Transportation
Volz	Tim	Central	Central	Water
Wacker	Earl	All	National Transportation	Transportation
Wagner	Jeffry	Southeast	Greater Florida	Environment
Walker	Greg	Pacific	Pacific Northwest	Transportation
Walker	Kimber Lee	All	All	All
Walther	Kimberly R.	All	All	Support/Cross Services/Procurement
Wanyoike	Crispin	LA Metro+	LA Metro	Environment
Warf	Jennifer	DC Metro+	DC Metro+	Environment
Wasteneys	Colin	NY Metro+	NYC Metro	Environment
Watson	David C	West	West	PPM
Watson	Matthew	Southeast	Mid-Atlantic	Environment
Weaver	David	Southeast	Mid-Atlantic	Transportation
Weaver	Ryan	Central	Central	Transportation
Weber	Deanna M	West	West	Buildings + Places
Webler	Jim	Southeast	Mid-Atlantic	Transportation
Weeks-Chmura	Laurie	All	All	Support/Cross Services/Procurement
Wellington	Bradley	DC Metro+	DC Metro	Buildings + Places
Wengler	Frank	All	NA - TRANS Opco Mgmt (937)	Transportation

Wernig	Carole M.	All	All	Support/Cross Services/Procurement
West	Joe	Southeast	Mid-Atlantic	Environment
Whalen	Timothy J.	Central	Central	Transportation
Wherritt	William (Bill)	LA Metro	LA Metro	PPM
White	Timothy	Central	Central	Water
Whitton	Landon	Central	Central	Transportation
Widdison	Edwin B. (Blake)	All	All	All
Wilcox	David	Southeast	Greater Florida	Water
Wilkerson	William	Pacific		PPM
Williams	Linda	Gulf/Southwest	Houston Metro	Environment
Williams	Jennifer L.	Central	Central	Water
Williamson	Jeff	All	Regional Leader	National Government
Willson	Lane	Southeast	Mid-Atlantic	Environment
Winegard	Mike	Central	Central	Water
Wolf	Christopher	Central	Central	Environment
Wolf	Paul	All	All	Support/Cross Services/Procurement FBS Contracts
Wolsfeld	Richard P.	All	All	Transportation
Wong	Derrick	Pacific	San Francisco Bay Area Metro	Water
Wong	Noel C	Pacific	San Francisco Bay Area Metro	Water
Wood	Grace	Southeast	NC/SC/TN/GA/AL, Environment GA/AL	
Wood	David M.	Southeast	DCS	Water
Wood	Mike	DC Metro+	DC Metro	Buildings + Places
Wood	Tatiana M.	All	All	Support/Cross Services/Procurement
Woods	Tom	DC Metro+	DC Metro	Buildings + Places
Workman, Jr.	Gerald S.	Southeast	Southeast	Environment
Wright	Keith	All	All	Support/Cross Services/Procurement
Wright	Robert	Northeast	New England	Transportation
Wuttig	Mark O.	Pacific	Pacific	Environment
Wyrick	Robert	Southeast	Mid-Southeast	Environment

Yang	Wendy H.	Pacific	Orange	Buildings + Places
Yarnish	John J.	Pacific	Pacific	Transportation
Yates	Greg	Northeast	New England	Transportation
Yenne	Lisa	Central	Central	Water
Young	Richard A.	Central	Central	Transportation
Young	Laura A.	Pacific	Alaska	Environment
Zafonte	Joseph	NY Metro+	NYC Metro	Support/Cross Services
Zagol	Eric	Pacific	SF Metro	Water
Zebley	Margaret C.	Gulf Southwest Region	Rocky Mountain Area	Environment
Zimmerman	Jim	DC Metro+	DC Metro	Environment

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

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

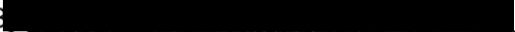
b. Company Information Sheet (Exhibit A)

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

COMPANY INFORMATION SHEET
DECLARATION

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

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


Print Name: David Showalter
Print Title: Partner

LEGAL NAME OF
COMPANY: Eide Bailly LLP

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

TELEPHONE: 909.755.2711 FAX: 909.466.4431

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

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION: Minnesota

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

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

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

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

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

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

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

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

Execution of Legal Documents:

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

Name	Title
David Showalter	Partner
Roger Alfaro	Consulting Partner

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

Representative and/or Management Capacity:


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

Name	Title
David Showalter	Partner
Roger Alfaro	Consulting Partner

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

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

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

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 28, 2023</p> <p>ITEM NO: 2a</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

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


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

BACKGROUND INFORMATION

None.

Attachments:

1. None.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 28, 2023</p> <p>ITEM NO: 2b</p> <p>PRESENTER: Jeff Barrow, Director of Development</p>
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SUBJECT: INFORMATIONAL ITEMS – REPORT ON TECHNICAL CLARIFICATION FOR THE TAXIWAY SHOULDER IMPROVEMENTS PROJECT

SUMMARY

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

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

BACKGROUND INFORMATION

On November 24, 2021, the San Bernardino International Airport Authority (SBIAA) Commission authorized Staff to advertise construction plans for the Taxiway Shoulder Improvements Project. Plans and specifications were advertised as a Notice Inviting Bids on the San Bernardino International Airport Authority (SBIAA) website and notices were published in four (4) local newspapers in accordance with SBIAA Policies and Procedures, and Federal Aviation Administration (FAA) Procurement Requirements. Griffith Company submitted the most competitive bid proposal and was awarded the project.

SBIAA was awarded grant funding for up to 90% of eligible contract costs through the Federal Aviation Administration's (FAA's) Airport Improvement Program (AIP). The remaining 10% of the contract was funded from SBIAA's Capital Projects Fund.

During the course of construction, there were unforeseen events that changed the amount of the contract, but ultimately resulted in the contract work coming in under the original contract amount. The approved Change Order No. 2 included an allowance of \$200,000.00 for unforeseen conditions within the taxiway shoulders, of which \$62,041.43 was expended.

While preparing the final closeout documentation for the Taxiway Shoulder Improvement Project, Staff determined there was technical clarification needed. On April 26, 2023, Staff presented the final contract amount to be \$3,872,254.78. After further review, the revised final contract is \$3,872,572.93, a difference of \$318.15, which amount would be reflected in the filing of the Notice of Completion with the County Recorder's office.

• Original Contract Amount:	\$ 3,983,650.00
• Previously Approved Change Order No. 1:	(317,477.26)
• Previously Approved Change Order No. 2:	344,358.76
• Unused Allowance:	(138,276.72)
• Technical Discrepancy	318.15
• Final Contract Amount:	<u>\$ 3,872,572.93</u>

Attachments:

1. None.



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: REGISTER OF DEMANDS FOR JUNE 28, 2023

SUMMARY

SBIAA's Register of Demands for May 2023.

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:	N/A
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

The attached Register of Demands corresponds to checks issued in the month of May 2023. The total of the register is \$8,037,750.50.

Fuel: Titan Aviation Fuels was paid \$5,395,114.28 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. was paid \$38,798.39 to operate SBIAA vehicles and for resale at Luxivair-SBD.

Employee Benefits: Kaiser Foundation Health Plan Inc., Legal Shield Services Inc. were paid a total of \$52,546.14.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, The Gas Company, Underground Service Alert of Southern Cal, Utility Telecom Group LLC, and Verizon were paid a total of \$140,005.27.

Capital Projects Cost: AEC Moreno Corp., Aecom Technical Services Inc., CJMC Holdings LLC, Daily Journal Corporation, Electricore Inc., Frostbyte Consulting Inc., Inland Valley Development Agency, Jergensen Construction Inc., and Leonida Builders Inc. were paid a total of \$1,498,873.99.

Professional Services: Allawos & Company; Aviatrix Communications LLC; Boston Fox Tigue International LLC.; David Turch and Associates; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC.; James W. Gourley III; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin & Tooke LLP.; Tom Dodson & Associates; and Zenaida Global were paid a total of \$159,693.51.

Attachments:

1. Register of Demands for the June 28, 2023 Commission Meeting
2. VISA breakdown - May 2023

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
6/28/2023

Line	Company Name	Description	AP Register
1	# 1 Son Plumbing	Plumbing repairs and materials	885.51
2	A/C Mechanical Inc.	HVAC system maintenance and repairs	7,709.23
3	ADB Safegate Americas LLC	Airfield lights & fixtures	547.21
4	ADT LLC	Burglar and fire alarm monitoring	2,314.82
5	AEC Moreno Corp.	Terminal 1st & 2nd floor health department improvements	7,592.50
6	Aecom Technical Services Inc.	Taxiway Shoulder Improvement and Runway Joint and Spall Repair-projects construction management services	38,766.82
7	Airgas Inc.	Refill & maintenance for fountain drinks	104.24
8	Airwave Communications	Motorola Avtec System & Installation replaces failed communication console system	164,401.18
9	Allawos & Company	Professional consulting services-solar and green energy services	6,581.25
10	Amazon Capital Services Inc.	Purchases of supplies and goods	2,232.08
11	American Association of Airport Executives	Annual membership staff renewals-OPS	275.00
12	American Rental Inc.	Equipment rental and tools	183.76
13	American Security Group	Commend paging system-changes to PA system to support airline operations	4,452.77
14	Amerigas Propane LP	Propane refill services and other gases	28.67
15	Andres Zapata	Travel AAEE Airport Planning Design & Construction Symposium Anaheim Ca. mileage reimbursement	68.78
16	Audacy Operations Inc.	KROQ- airport and route advertising	10,000.00
17	Automated Gate Services Inc.	Gate repair services	1,172.50
18	Aviation Laboratories Inc.	Prist aircraft fuel additive	384.36
19	Aviatrix Communications LLC	Professional marketing services, advertising and Good Neighbor program	62,512.59
20	B&H Foto & Electronics Corp.	Synology network attached storage and uninterruptible power supply replacement - Control Tower	4,832.79
21	Babcock Laboratories Inc.	Stormwater analysis testing	617.00
22	Bassco Services Inc.	Repairs & maintenance for refueler trucks	2,925.00
23	Bear Springs Hotel	SBIAA's World Trade Week event center rental and services for 5/3	8,099.36
24	Bear Springs Hotel	SBD Cares' Leaders in Energy event center rental and services for 5/11; reimbursement due from SBD Cares	11,765.80
25	Bernell Hydraulics Inc.	Hydraulic hose repairs & supplies	28.19
26	Board Members	Director fees	2,700.00
27	Boston Fox Tigue International LLC	Marketing services	22,713.51
28	Brandon Knight	Travel for UAS training-joint interagency field experimentation San Miguel Ca -meals and mileage	574.16
29	Burrtec Waste Industries Inc.	Trash removal services	6,037.44
30	C & A Janitorial Services	Janitorial services	126,494.85
31	Cal Stripe Inc.	Runway friction testing	3,445.00
32	CDW Government LLC	IT equipment	3,276.06
33	CECD, Inc.	Electrical engineering renewal & design for charging projects	3,206.25
34	CED-Consolidated Electrical Distributor	Electrical repairs and supplies	437.18
35	Cintas Uniforms	Uniform and rug services	6,145.47
36	City of San Bernardino Water Department	Water and sewer services	9,841.09
37	CJMC Holdings LLC	Professional services - capital project management services	3,150.00
38	Climatec LLC	Security system maintenance and repair upgrades	12,971.67
39	Clinical Laboratory of San Bernardino Inc.	Drinking water analysis	215.00
40	D&M Media	HVAC - RFP advertisement	592.00
41	Daily Journal Corporation	Notice - inviting bids	4,066.69
42	Dans Lawnmower Center	Small equipment repairs and landscape supplies	829.23
43	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
44	DBT Transportation Services LLC	ILS/AWOS tower equipment service	6,952.50
45	Dept. of Industrial Relations	Elevator and escalator permits	675.00
46	Dibs Safe & Lock Service	Rekeys, duplicate fees, cylinders and hardware installed	475.33
47	E Custom Wear Inc.	OPS & badging polo's for staff	159.85

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
6/28/2023

Line	Company Name	Description	AP Register
48	East Valley Water District	Water service	81.06
49	Electricore Inc.	Consulting services agreement-Hydrogen grant	22,500.00
50	Encore Lighting Inc.	Light bulb and ballast replacements	408.90
51	Environmental Management Technologies	Disposal of hazardous & non-hazardous waste	3,275.42
52	Ernie's Auto Interior	Upholstery repairs & service-fuel trucks fleet equipment	305.82
53	Event Design Lab	Live streaming services	1,600.00
54	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	869.86
55	Express Printing Signs and Tees	Silk screening of safety vests	174.00
56	Express Quality Car Wash	Security department fleet vehicle car washes	444.87
57	Family A Fair Inc.	Full bar service for Luxivair-SBD's anniversary event	2,054.00
58	FedEx	Courier services	126.32
59	Florida Diesel Power Inc.	Water pump for Bldg. 666 pump-2	4,574.38
60	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy vehicles	1,943.44
61	Franks Fence & Supply Co. Inc.	Chain link fence materials	69.60
62	Frontier Communications Corporation	Telephone services	5,906.03
63	Frostbyte Consulting Inc.	Consulting services agreement- Green Energy grant	17,301.34
64	Gary's Viking Auto	Vehicle wheel tires & wheel alignment	75.00
65	GMSTEK LLC	Monthly subscription fee for point of sale system	1,485.72
66	Grainger	Parts and supplies for building repairs	1,181.28
67	Granite Telecommunications	Telephone services	4,743.16
68	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	21,329.60
69	Home Depot	Parking refund Lot "E"	67,082.00
70	HSH Development / Troy Walker	Security deposit refund	1,258.48
71	HubSpot Inc.	Annual renewal-Contact storage for mass email distribution	8,400.00
72	Imagine Systems Inc.	Professional consulting services	11,454.89
73	Inland Overhead Door	Preventative maintenance for hangar doors	7,840.00
74	Inland Valley Development Agency	Reimburse improvements and rehabilitation of terminal access roadway network	1,239,900.00
75	Innovative Federal Strategies LLC	Professional service agreement-Federal Legislative Advocacy Services	2,000.00
76	Jackhammer Movement Inc.	Advertising and marketing-phase 2 route promotion	3,371.51
77	James W. Gourley III	Environmental and technical consulting professional services	6,075.00
78	JBT AeroTech Airport Services	Routine service for PBB at terminal maintenance	15,778.76
79	Jergensen Construction Inc.	City Creek bypass channel maintenance & repairs phase 1 project	156,096.64
80	Justin Huegel	Travel for ADB Safegate Airfield Lighting maintenance training Columbus OH. reimburse transportation fees	99.96
81	K&L Hardware and Plumbing Supply Inc.	Maintenance tools and supplies	423.31
82	Kaiser Foundation Health Plan Inc.	Employee medical benefits	50,891.54
83	Left Coast Scales LLC	Scale calibrations for the terminal parking-OPS	830.00
84	Legal Shield Services Inc.	Employee legal group benefits	1,654.60
85	Leonida Builders Inc.	Generator pad at Gate 1 project	9,500.00
86	Mackinac Software LLC	AWOS weather reporting system service	89.00
87	Mead & Hunt Inc.	Professional consulting service agreement-providing air services	6,330.00
88	Merit Oil Company	Fuel inventory for fleet operations	38,798.39
89	Michael Burrows	Travel for County's Japan (Tokyo) trade mission project -reimbursement for shuttle express LAX to home	223.54
90	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	4,273.50
91	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	28,396.20
92	National Pen Co. LLC	FBO Promotional items-pens	4,803.43
93	Nutrien AG Solutions Inc.	Herbicides, pesticides and insecticides-airfield maintenance	2,611.63
94	Parts Authority Metro LLC	Vehicle parts and service supplies	3,813.93
95	Pete's Road Service Inc.	Vehicle repairs and parts	8,017.95
96	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	652.83
97	PFT Alexander Inc.	Microload cover/ key pad assembly	4,159.48

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
6/28/2023

Line	Company Name	Description	AP Register
98	PlaneNoise Inc.	Noise complaint program	2,575.00
99	Presidio Networked Solutions Grp LLC	Cisco networking equipment repairs	4,496.58
100	Quench USA Inc.	Water purification, servicing, equipment and maintenance-bldg.673	494.74
101	Quinn Power Systems	Replace elbow for coolant line	255.07
102	RDO Equipment Co	John Deere parts & services	615.16
103	Red Star Fire Protection	Repairs for fire sprinkler system	1,316.91
104	Redlands Community News	Advertising	4,364.56
105	Refrigeration Control Company Inc.	Ice machine maintenance-FBO	546.92
106	Right Energy Group	Professional agreement for Green Energy Programs	6,500.00
107	San Bernardino Paint	Paint and supplies for- Bldg. 673	272.09
108	ServerSupply.com Inc.	Cisco multimode fiber transceiver	532.88
109	Shonsie Island	Reimbursement for BSIS range qualification and range fees	132.78
110	SITA Information Networking Computing USA	Network equipment to upgrade hardware, software & platform for CUTE systems	2,716.86
111	SkyVector	Online promotional services	855.00
112	Southern California Edison	Electric power	105,511.60
113	Southern Computer Warehouse Inc.	Replacement battery cartridge for UPS supporting core switch	1,338.41
114	Staples Contract & Commercial LLC	Office supplies	2,443.41
115	Sunwest Printing Inc.	Printing-business cards, posters, brochures, printing projects, etc.	462.19
116	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	5,373.85
117	TELOS ID	TSA background checks and fingerprinting processing	904.50
118	The Gas Company	Gas services	890.12
119	The Pitney Bowes Reserve Account	Postage fees	518.90
120	Thompson Industrial Supply	BHS conveyer belt replacement / repairs-Bldg.673	2,738.23
121	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	5,395,114.28
122	Tom Dodson & Associates	Professional services to work pertaining to environmental issues/projects	1,500.00
123	Trilogy Medwaste West LLC	Waste disposal service for international flights	2,486.42
124	UCView Inc.	Updates & support for video mgmt. services	1,980.00
125	Uline Inc.	Supplies and PPE & safety supplies	965.27
126	Underground Service Alert Of Southern Cal	Notification system for underground utilities	43.25
127	UniFirst	First aid kit refills and replace AED units	605.03
128	United Site Services	Fence rental Bldg. 759 parking lot	423.37
129	Universal Corrosion Services LLC	Bi-monthly and annual surveys/corrosion testing	1,579.56
130	US Custom & Border Protection	Customs contract and inspection fees	57,814.83
131	US Customs & Border Protection	Customs quarterly service fees for airport program	719.13
132	US Fueling Solutions	Fuel truck repairs and maintenance	287.07
133	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,436.21
134	Verizon Wireless	Wireless phone services	2,515.31
135	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	26,167.00
136	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals	42,020.18
137	VideoFP	Photography / Videography services	2,235.00
138	Waheed Majeed	Annual safety footwear reimbursement	200.00
139	West Coast Lights and Sirens Inc.	Diagnostic repairs and maintenance-security vehicles	103.26
140	Western Exterminator Company	Pest control services	447.25
141	Wintrust Specialty Finance	Monthly lease payment	6,613.09
142	Zenaida Global	Professional service agreement for FBO Business Development	9,923.17
	Total		\$ 8,037,750.50

**Visa Breakdown
May 2023
SBIAA**

Line	Description	Vendor	Dept.	Amount
1	Office 365 licensing Basic	www.office.com	COB	519.48
2	Office 365 licensing Standard	www.office.com	COB	723.79
3	Office 365 licensing Premium	www.office.com	COB	220.00
4	Commission member weekly e-mail service	Constantcontact.com	COB	204.00
5	AutoDesk licensing software renewal	AutoDesk	COB	1,760.00
6	TV satellites subscription for Customs office	Dish Network	HR	100.70
7	Employee background screening	Validity Screening Solutions	HR	168.50
8	New hire background screening	Checkr Inc.	HR	71.49
9	Interview panel working lunch	Jersey Mike's	HR	24.90
10	Various blades for saws	Home Depot	Maint	77.11
11	Pesticide gloves and gopher bait	Home Depot	Maint	127.97
12	Various sizes of gas cans	La Verne Power equipment	Maint	226.87
13	Erroneous charge to be credited next month Annual membership fee	Amazon	Maint	16.30
14	Head for Nite Hawk sweeper	Nite Hawk Sweepers LLC	Maint	3,363.60
15	Air compressors diagnosis Bldg. 760	Ingersoll Rand Industrial Inc.	Maint	1,024.00
16	Fleet vehicle(s) accessories (tool box, seat covers, side steps, storage)	RealTruck and Auto Customs	Maint	2,544.68
17	Water pump sensor plug for forklift -King Kong	Colton Truck	Maint	241.49
18	Non-skid floor paint- AVI Ramp	Slip Doctors	Maint	1,935.00
19	HVAC repairs	Allied Refrigeration	Maint	19.49
20	HVAC repairs-control board	Supply House	Maint	52.31
21	Roof repairs-sealant	Home Depot	Maint	440.12
22	Plumbing services shower repair- Hangar 341	Ferguson	Maint	12.29
23	Paint & supplies for maintenance office-Bldg.730	Lowes	Maint	95.08
24	Replacement remote for Time Zone in the Comm Center	BRG Precision Products	Maint	66.03
25	AAAE Registration fees S McIntyre-Virtual Airfield Maintenance Course	AAAE	Maint	695.00
26	Welder for fleet ramp repairs	Amazon	Maint	706.86
27	Welder control panel Amazon	Amazon	Maint	94.60
28	PLC batteries back-up for BHS controllers	Amazon	Maint	69.48
29	Safety vests for fuelers	Triple Crown	FBO	21.29
30	Items needed for promotional events EX: Thankful Thursdays	Smart & Final	FBO	255.11
31	Supplies for FBO 10 yr. anniversary	Amazon	FBO	184.40
32	Fuel Farm Jet-A fuel storage tank and back-up generator fee	South Coast AQMD	FBO	371.11
33	Fuel Farm Jet-A fuel storage tank and back-up generator fee	South Coast AQMD	FBO	8.24
34	Decorations at FBO for Easter	Dollar Tree	FBO	32.43
35	Fuel to be used for crew cars-FBO	Valero	FBO	40.00
36	Catering services for Luxivair SBD's anniversary event -Sushi	M Private Service Inc.	FBO	2,596.75
37	Cable TV - Satellite subscription-FBO	Dish Network	FBO	147.59
38	Embroidery for employees uniforms	AACCE Embroidery	FBO	55.00
39	Maintenance and repairs for lobby coffee machine-FBO	Coffee Equipment Tech Service	FBO	138.00
40	Decorations for Luxivair anniversary event	What A Hoot	FBO	495.00
41	Registration renewal for courtesy vehicles	Department of Motor Vehicles	FBO	268.00
42	Registration renewal for courtesy vehicles processing fee	Department of Motor Vehicles	FBO	5.63
43	Office supplies FBO	Office Solutions	FBO	484.20
44	Various flags for around the airport property	Jon's Flags and Poles Inc.	Admin	613.35
45	Hospitality for meeting budget adjustments Inland Action Committee Discussion 4/12/2023	Corner Bakery	Admin	80.81
46	Hospitality-UAS Center ROP graduating students Drone certification (Reimbursement due from IVDA 51010-7)	See's Candy	Admin	82.50
47	Airport Gateway Specific Plan Meeting w/Armendarez and team	Panera Bread	Admin	110.89
48	Tarp straps -Bldg. 673	Lowes	Maint	32.97

**Visa Breakdown
May 2023
SBIAA**

Line	Description	Vendor	Dept.	Amount
49	Air fresheners Bldg. 730	Amazon	Maint	47.92
50	Electrical supplies Bldg. 730	Lowes	Maint	51.11
51	Safety supplies harness for grounds	Grainger	Maint	333.39
52	Safety supplies Lanyards for grounds	Grainger	Maint	113.65
53	Plumbing supplies Bldg. 730	Home Depot	Maint	59.44
54	Ice machine repairs Bldg.730	Advance Refrigeration	Maint	972.96
55	Coffee supplies	Amazon	Maint	14.22
56	Ice machine repairs Bldg. 730	Advance Refrigeration	Maint	834.34
57	Safety supplies harness for grounds	Grainger	Maint	333.39
58	Parking revenue transaction CC processing	Windcave	IT	295.00
59	Streaming service for Concourse	Sling TV	IT	1.11
60	Cloud server agencies website usage charges	DigitalOcean	IT	64.30
61	Website management software license	CPanel	IT	39.99
62	Streaming service for Concourse	Sling TV	IT	60.34
63	Hosted IT calibration communication software	Slack	IT	43.75
64	Music streaming service terminal background music	Soundtrack Your Brand	IT	54.00
65	Domain names registration SBDGoodNeighbor.com	GoDaddy	IT	80.48
66	Coffee machine maintenance in lobby	Coffee Equip Tech	FBO	299.00
67	Domain names registration SBDGoodNeighbor.com	GoDaddy	FBO	105.56
68	Meeting with the FAA-Mike and Marks meeting and tour	Oscars Mexican Restaurant	FBO	610.98
69	Fuel to be used for crew cars-FBO	Chevron	FBO	73.52
70	Fuel to be used for crew cars-FBO	Chevron	FBO	81.42
71	Fuel to be used for crew car clean-FBO	Chevron	FBO	13.00
72	Charcuterie / grazing board for Luxivair SBD 10 year anniversary 5/19/2023	Artiscally Delish	FBO	856.41
73	Uniform, jackets and shirt cleaning and welcome mats for aircraft arrival	Cintas Uniforms	FBO	261.88
74	Miscellaneous hospitality services and supplies for charter flights-FBO	Dominos Pizza	FBO	61.86
75	Detailing on all transport vehicles interior and exterior	Kool Kars	FBO	875.00
76	Flowers for staff various special occasion A. Zapata	1-800 Flowers.com	Mktg	53.86
77	Flowers for staff various special occasion Lee	1-800 Flowers.com	Mktg	54.20
78	Flowers for staff various special occasion C. Pritchett & Amber S.	1-800 Flowers.com	Mktg	108.38
79	Promotional items Luxivair SBD Giveaway items for 10 year anniversary	AnyPromo.com	Mktg	3,119.66
80	Stock imagery monthly subscription fee	Adobe Stock	Mktg	49.99
81	Promotional items SBD airport-giveaway items	AnyPromo.com	Mktg	1,440.35
82	Credit due for travel 03/2023 Inland Action DC Legislative meetings M. Burrows Lodging	Thompson DC the Yards	Admin	(355.20)
83	Travel Hillwood meeting 03/2023-M. Burrows-parking fees	Palm Springs Airport	Admin	60.00
84	Travel Hillwood meeting 03/2023-M. Burrows-rental car fees	Hertz	Admin	253.37
85	Travel Hillwood meeting 03/2023-M. Burrows- lodging	The Thayer Hotel	Admin	296.96
86	Travel Hillwood meeting 03/2023-M. Burrows-toll road fees	Hertz Toll	Admin	11.99
87	Travel SB County Trade Mission Project M. Burrows 04/2023	Osokub Airport bus	Admin	24.12
88	Travel County Trade Mission project San Bdn County 04/2023 Tokyo Japan-M. Burrows-lodging	ANA Intercontinental Hotel	Admin	1,476.33
89	Travel Las Vegas T. Bowie 03/2023 room deposit fee refund	Treasure Island Hotel	Security	(126.94)
90	Travel Las Vegas M. Dattilo 03/2023 room deposit fee refund	Treasure Island Hotel	Security	(126.94)
91	Travel X-1FBO user conference 04/2023 Miami FL. B. Gonzalez-flight	American Airlines	FBO	651.40
92	Travel X-1FBO user conference 04/2023 Miami FL. B. Gonzalez-flight	American Airlines	FBO	61.12
93	Travel X-1FBO user conference 04/2023 Miami FL. M. Saldana-flight	American Airlines	FBO	454.40
94	Travel X-1FBO user conference 04/2023 Miami FL. M. Saldana-flight	American Airlines	FBO	38.64

**Visa Breakdown
May 2023
SBIAA**

Line	Description	Vendor	Dept.	Amount
95	Travel X-1FBO user conference 04/2023 Miami FL. B. Gonzalez-lodging	AC Hotel Miami Dadeland	FBO	1,052.03
96	Travel X-1FBO user conference 04/2023 Miami FL. M. Saldana-lodging	AC Hotel Miami Dadeland	FBO	1,052.03
97	Travel ISC West Conference Las Vegas NV 03/26/-03/30/2023 M.	Treasure Island Hotel	Security	1,395.00
98	Travel ISC West Conference Las Vegas NV 03/26/-03/30/2023 T. Bowie-	Treasure Island Hotel	Security	1,395.00
99	Travel X-1FBO user conference 04/2023 Miami FL. B. Gonzalez-	X-1FBO	FBO	659.00
100	Travel X-1FBO user conference 04/2023 Miami FL. M. Saldana- registration fees	X-1FBO	FBO	659.00
				\$ 42,020.18
	VISA Statement Balance			\$ 42,020.18
	Date Prepared: 05/30/2023			



TO: San Bernardino International Airport Authority Commission

DATE: June 28 , 2023

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR APRIL 30, 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 April 30, 2023 for the San Bernardino International Airport Authority (SBIAA).

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

Attached is the Treasurer's Report for April 30, 2023, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$15,221,141.93 on April 30, 2023. Bank statements reflect \$14,710,375.51. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items April 30, 2023.

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

Attachments:

1. Treasurer's Report for April 30, 2023.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Treasurer Report

April 30, 2023

<u>Cash</u>	Balance 03/31/23	Activities	Balance 04/30/23
<i>Checking Account - Wells Fargo Bank</i>	\$ 5,318,435.57	\$ (532,619.59)	\$ 4,785,815.98
Deposits In Transit:			
Beginning	5,864,483.02	(5,864,483.02)	-
Ending		862,880.34	862,880.34
Outstanding Checks:			
Beginning	(5,854,521.13)	5,854,521.13	-
Ending		(352,113.92)	(352,113.92)
 <i>Premium Money Market Account - Wells Fargo Bank</i>	 7,840,864.80	 5,931.14	 7,846,795.94
Deposits In Transit:			
Beginning			
Ending			
 <i>Payroll Account - Wells Fargo Bank</i>	 597.83	 (305.29)	 292.54
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
 Subtotal	 13,169,860.09	 (26,189.21)	 13,143,670.88
 <u>Investments</u>			
<i>Local Agency Investment Funds</i>	322,591.05	2,174.21	324,765.26
Deposits In Transit:			
Beginning			
Ending			
 Subtotal	 322,591.05	 2,174.21	 324,765.26
 <u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	701,839.47	202,433.20	904,272.67
Reserve Fund- US Bank 2021A series	525,098.80	1,851.50	526,950.30
Cost Of Issuance Fund- US Bank 2021A series	1,026.60	(1,026.60)	(0.00)
Refunding Fund-US Bank 2021A series	-	-	-
Debt Service Fund-US Bank-2021B series	240,978.78	13,861.63	254,840.41
Debt Service Reserve Fund -US Bank-2021B series	66,408.25	234.16	66,642.41
Construction Fund- US Bank 2021B series	35.63	(35.63)	0.00
 Subtotal	 1,535,387.53	 217,318.26	 1,752,705.79
 Total Cash and Investments	 <u>\$ 15,027,838.67</u>	 <u>193,303.26</u>	 <u>\$ 15,221,141.93</u>

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


Mark Cousineau, Treasurer



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 5

PRESENTER: Mitch Dattilo, Airport Security Manager

SUBJECT: CONSIDER AND ADOPT THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) SECURITY DEPARTMENT USE OF FORCE POLICY REGARDING USE OF INTERMEDIATE FORCE OPTIONS AVAILABLE TO SBIAA SECURITY OFFICERS

SUMMARY

The proposed SBIAA Security Department Use of Force Policy would provide Airport Security Officers with use of intermediate force options. The proposed Policy includes initial and recurrent training requirements for security department personnel, and would establish reporting and review requirements for circumstances involving use of intermediate force options.

RECOMMENDED ACTION(S)

Staff recommends the Commission adopt the SBIAA Security Department Use of Force Policy that would provide the San Bernardino International Airport Authority (SBIAA) Security Officers with use of intermediate force options.

FISCAL IMPACT

None at this time.

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

BACKGROUND INFORMATION

San Bernardino International Airport Authority (SBIAA) Security Officers have very few force options available to them when interacting with disorderly, agitated or violent persons. Generally, these force options consist of either physical altercation (hand-to-hand) and deadly force, with no alternatives, commonly referred to as intermediate (or moderate) and less-lethal force options, available to them.

As a requirement of employment, SBIAA Security Officers are either retired or active law enforcement officers with many years of service and direct experience in the use of intermediate force options.

The proposed Policy includes a comprehensive mechanism to evaluate an officer's use of intermediate force options to determine compliance with proposed Policy requirements.

Staff recommends the Commission adopt the above recommended action.

Attachments:

1. Proposed SBIAA Security Department Use of Force Policy.

**SAN BERNARDINO
INTERNATIONAL AIRPORT AUTHORITY
SECURITY DEPARTMENT**



PROPOSED USE OF FORCE POLICY



PROPOSED USE OF FORCE POLICY

USE OF FORCE

1

- PROPOSED POLICY 700

USE OF FORCE INVEST. & REVIEW

2

- PROPOSED POLICY 702
- MANAGERS USE OF FORCE REPORT

BATON

3

- PROPOSED POLICY 703
- BSIS BATON TRAINING MANUAL
- STATE LAW EXCERPTS
- PHOTO OF RECOMMENDED BATONS

PEPPER GEL

4

- PROPOSED POLICY 704
- POST ACADEMY LD35 - CHEMICAL AGENTS
- STATE LAW EXCERPTS
- PHOTO OF RECOMMENDED DEVICE

CONDUCTED ENERGY DEVICE

5

- PROPOSED POLICY 705
- PHOTO OF RECOMMENDED DEVICE

Use of Force Policy

700.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force by Airport Authority Security Officers. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial, and reasonable manner.

In addition to those methods, techniques, and tools set forth below, the guidelines for the reasonable application of force contained in this policy shall apply to all policies addressing the potential use of force, including but not limited to control devices, tactics, and techniques.

700.2 POLICY

Airport Authority Security Officers may use objectively reasonable force to effect an arrest, to prevent escape, or to overcome resistance. An officer who makes, or attempts to make an arrest, need not retreat, or desist from his or her efforts by reason of resistance or threatened resistance on the part of the person being arrested; nor shall an officer be deemed the aggressor or lose his or her right to self-defense by the use of reasonable force to affect the arrest. Retreat does not mean tactical repositioning or other de-escalation techniques.

700.3 DEFINITIONS

Definitions related to this policy include:

Airport Authority Security Officer - Describes an individual employed by the San Bernardino International Airport Authority whose duties include patrolling, monitoring, and protecting the employees, visitors, passengers, and assets of the airport from injury, damage, or theft. This term is synonymous with "officer" and "security officer".

Deadly Force - Deadly force is that force which a reasonable person would consider likely to cause death or serious bodily harm. Deadly force includes, but is not limited to, discharge of a firearm.

Feasible - Reasonably capable of being done or carried out under the given circumstances to successfully achieve an arrest or lawful objective without increasing risk to the officer or another person.

Force - The application of physical techniques or tactics, chemical agents, or weapons to another person. It is not a use of force when a person allows him or herself to be searched, escorted, handcuffed, or restrained in a manner that does not result in bodily injury.

Serious Bodily Injury - A serious impairment of physical condition, including but not limited to the following: Loss of consciousness; Concussion; Bone fracture; Protracted loss or impairment of function of any bodily member organ; A wound requiring extensive suturing; and serious disfigurement.

Totality of the Circumstances - All facts known to the officer at the time, including the conduct of the officer and the subject leading up to the use of force.

Use of Force - Any force option employed by an officer that has, or could have, resulted in injury, prolonged complaint of pain, or death.

700.4 SBIAA USE OF FORCE CONCERNS AND STANDARDS

The use of force by Airport Authority Security Officers is a matter of critical concern, both to the public and to the Airport Authority. On any given day Airport Authority Security Officers may come into contact, or have interactions, with violent or combative individuals where, when warranted, the use of force may be required to carry out their duties, or to affect an arrest.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation or reasonableness must allow for the fact that officers are often forced to make split second decisions about the amount of force that reasonably appears necessary in a particular situation. Any interpretation of being reasonable must allow for the fact that officers are often compelled to make split second decisions in circumstances that are tense, uncertain, and rapidly evolving.

Officers may only use a level of force that they reasonably believe is necessary and proportional to the seriousness of the suspected offense or the reasonably perceived level of actual or threatened resistance, coupled with the given facts and circumstances perceived by the Airport Authority Security Officer at the time of the event. "Reasonably" using force must be judged from the perspective of an officer on scene at the time of the incident.

It is also recognized that circumstances may arise in which Airport Authority Security Officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided, or authorized, by the Airport Authority. Officers may find it more effective, or more reasonable, to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, as a general practice, the use of any improvised device or method must nonetheless be discouraged.

Given that no policy can realistically predict every possible situation that Airport Authority Security Officers may encounter, department members are entrusted to use well-reasoned discretion, consistent with their training and experience, in determining the appropriate use of force in each incident. Airport Authority Security Officers must have an understanding of, and a thorough appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of their duties.

While the ultimate objective of every encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat, or be exposed to possible physical injury, before applying reasonable force.

The department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation, and a careful balancing of all interests.

700.5 FAIR AND UNBIASED USE OF FORCE

Airport Authority Security Officers are expected to carry out their duties, including the use of force, in a manner that is fair and unbiased.

Attitudes and biases, whether implicit or explicit, are unhealthy to the individual and detrimental to the department's interaction within the agency and with the public, particularly in regard to use of force or other enforcement activity. Any intentional or unintentional acts of bias will not be tolerated within this agency

700.6 DUTY TO INTERCEDE

Any Airport Authority Security Officer present and observing another Airport Authority Security Officer, or any employee, using force that is clearly beyond that which is necessary, as determined by an objectively reasonable person under the circumstances, shall, when in a position to do so, intercede (as defined by, and consistent with, Government Code Section 7286) to prevent the use of unreasonable force.

700.6.1 FAILURE TO INTERCEDE

An Airport Authority Security Officer who has received the required training on the duty to intercede and then fails to act to intercede, may be disciplined in the same manner as the officer who used force beyond that which is necessary.

700.6.2 DUTY TO REPORT EXCESSIVE FORCE

Any Airport Authority Security Officer who observes another officer, or employee, use force that potentially exceeds what is reasonably believed to be necessary shall immediately, and without delay, report these observations to the Security Manager. If the Security Manager is not on site that report may be made via telephone. As used in this subsection, "immediately" means as soon as it is safe and feasible to do so. The San Bernardino International Airport Authority maintains a zero-tolerance policy for retaliation against employees for reporting suspected violations.

700.7 FORCE OPTION CONTINUUM

The force continuum is a scale of force levels and shall be used by Airport Authority Security Officers to determine how best to react to a situation. Its function is to organize a structured and justified response to a given, often complicated, situation.

a) No Force / Persuasion:

1) Presence / Verbalization:

The presence of a confident, uniformed officer displaying professional demeanor coupled with good verbal communication will generally convince a resistant subject to submit to your authority without the necessity of an escalation of force.

Good verbalization may be advising, admonishing, warning, or persuading a subject to submit to your authority without the use of profanity or derogatory language. Airport Authority Security Officers, when practical, should initially use verbal techniques and actions to deescalate confrontations.

2) De-escalation:

As time and circumstances reasonably permit, when community and officer safety would not be compromised, Airport Authority Security Officers should consider actions that may increase officer safety, deescalate the confrontation and decrease the need for using force. These actions include:

- a. Summoning additional resources that are able to respond in a reasonably timely manner.
- b. Formulating a plan with responding officers before entering an unstable situation that does not reasonably appear to require immediate intervention.
- c. Officers should communicate and endeavor to persuade, advise, and provide clear instructions and warnings when safe and feasible to do so.
- d. Officers should consider the use of nonverbal methods to communicate when verbal directions may not be appropriate.
- e. Employing other tactics that do not unreasonably increase officer jeopardy.

In addition, when reasonable, officers should evaluate the totality of circumstances presented at the time in each situation and, when feasible, consider and utilize reasonably available alternative tactics and techniques that may persuade an individual to voluntarily comply or may mitigate the need to use a higher level of force to resolve the situation. Such alternatives may include:

- a. Attempts to deescalate the situation through:
 - Proper and professional approach, greet and engage tactics.
 - Speaking in a manner that will not solicit a violent reaction.
 - Actively listening and providing constructive feedback.
 - Exercising nonverbal communication that will invite cooperation.
- b. If reasonably available, the use of crisis intervention techniques by properly trained personnel shall be utilized.
- c. Airport Authority Security Officers should consider whether an individual's noncompliance may be due to a medical condition, mental impairment, substance interaction, developmental or physical disability, or other considerations that may be beyond the individual's control.

b) Moderate / Limited Force:

1) Control Holds / Pain Compliance Techniques:

Control hold techniques are techniques that involve an officer physically involving themselves in an altercation without the use of equipment and/or weaponry.

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Airport Authority Security Officers may only apply those pain compliance techniques for which they have successfully completed recognized law enforcement training. Officers utilizing any pain compliance techniques should consider:

- a. The degree to which the application of the technique may control the given level of resistance.
- b. Whether the person can comply with the direction or orders of the officer.

- c. Whether the person has been given sufficient opportunity to comply.
- d. That once compliance has been achieved the application of any pain compliance technique shall be discontinued.
- e. Other self-defense techniques, such as kicks, leg sweeps or arm strikes, may be used at this force level in lieu of less lethal or other impact type options.

2) Pepper Gel:

Pepper Gel is authorized for use by Airport Authority Security Officers as a moderate / limited force option. Provisions for the training, carrying, and the use of pepper gel are contained in policy 704.

c) Less Lethal Force:

The use of less lethal force options assumes that lower levels of force have been attempted and were ineffective, or inappropriate in a particular situation. There are several less lethal force options at the officer's disposal. These include:

1) Baton:

Batons are authorized for use by Airport Authority Security Officers as a less lethal force option. Provisions for the training, carrying, and use of batons are contained in policy 703.

2) Conducted Energy Device:

Conducted Energy Devices (Tasers) are authorized for use by Airport Authority Security Officers as a less lethal force option. Provisions for the training, carrying, and use of Conducted Energy Devices are contained in policy 705.

d) Deadly Force:

1) Firearms:

This option should only be employed if a suspect poses a serious threat to the officer or another individual. For further information on the use of deadly force see Section 700.12.

700.8 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether or not an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit.

These factors include, but are not limited to:

- a) The apparent immediacy and severity of the threat to officers and others.
- b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- c) Officer / subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available versus subjects)
- d) The conduct of the involved officer leading up to the use of force.
- e) The effects of suspected drugs or alcohol
- f) The individual's apparent mental state or capacity.
- g) The individual's apparent ability to understand and comply with officer commands.

- h) The proximity of weapons or dangerous improvised devices.
- i) The degree to which the subject has been effectively restrained and his or her ability to resist despite being restrained.
- j) The availability of other reasonable and feasible options and their possible effectiveness.
- k) The seriousness of the suspected offence or reason for contact with the individual prior to and at the time the force is used.
- l) Training and experience of the officer.
- m) Potential for injury to officers, suspects, bystanders, and others.
- n) Whether the person appears to be resisting, attempting to evade arrest by flight, or is attacking the officer.
- o) The risk and reasonably foreseeable consequences of escape.
- p) The apparent need for immediate control of the subject or a prompt resolution of the situation.
- q) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- r) Prior contacts with the subject or awareness of any propensity for violence.
- s) Any other exigent circumstances.

Airport Authority Security Officers should continuously assess a situation and consider various force options as circumstances change. If a force option proves ineffective, the officer should continue to seek the most effective and safest response that is proportional to the threat. This may involve using a force alternative of similar level, de-escalation, or in some cases an escalation of force options, but the level of force used should still be proportional to the threat.

700.9 RESTRICTIONS ON THE USE OF THE CAROTID RESTRAINT

Airport Authority Security Officers are not authorized to use a carotid restraint hold. A carotid restraint is defined as a vascular neck restraint, or any similar restraint, hold, or other defensive tactic in which pressure is applied to the sides of a person's neck that involves a substantial risk of restricting blood flow and may render the person unconscious in order to subdue or control the person.

700.10 RESTRICTIONS ON THE USE OF THE CHOKEHOLD

Airport Authority Security Officers are not authorized to use any type of bar-arm hold, commonly referred to as a "chokehold". A chokehold is defined as any defensive tactic or force option in which direct pressure is applied to a person's trachea or windpipe.

700.11 ADDITIONAL RESTRICTIONS

Terms such as "positional asphyxia", "restraint asphyxia", and "excited delirium" continue to remain the subject of debate among experts and medical professionals. Though not universally recognized medical conditions, they frequently involve other collateral or controlling factors such as narcotics or alcohol influence, or pre-existing medical conditions.

While it is impractical to restrict an officer's use of reasonable control methods when attempting to restrain a combative individual, officers are not authorized to use any restraint or transportation method which might unreasonably impair an individual's breathing or respiratory capacity for a period beyond the point when the individual has been adequately and safely controlled.

Once controlled, the individual should be placed into a recovery position (e.g.: supine or seated), monitored for signs of medical distress and provided medical assistance if necessary. In the event the individual loses consciousness medical aid should be summoned without delay.

700.12 DEADLY FORCE APPLICATIONS

The authority to use physical force, especially deadly force, is a serious responsibility that shall be exercised judiciously and with respect for human rights and dignity for the sanctity of every human life.

Where feasible, Airport Authority Security Officers shall, prior to the use of deadly force, make reasonable efforts to identify themselves and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts.

After evaluating, or attempting other reasonably available resources and techniques, an objectively reasonable officer should only employ deadly force when, based on the totality of the circumstances, it is safe and feasible to do so. Officers shall, when determining whether to use deadly force, should, among other factors, consider their surroundings and any potential risks to bystanders prior to discharging a firearm.

Airport Authority Security Officers may only use deadly force when necessary, that is, when the officer has a reasonable belief that the subject of such force presents an imminent danger to life or serious physical injury to either the officer or to another person, and only when other defensive methods are inappropriate, or have failed. By way of example, the following are guidelines that officers shall consider prior to the use of deadly force:

- a) Deadly force may not be used to prevent the escape of a fleeing suspect, unless the officer reasonably believes that the person will cause death or serious injury to another if not immediately apprehended.
- b) If feasible, based on the situation and by doing so would not increase the danger to the officer or others, a verbal warning to submit to the authority of the officers should be given prior to the use of deadly force.
- c) Never draw any firearm to demonstrate authority.
- d) Never draw any firearm to psychologically impress others.
- e) Never draw any firearm as an aggressive or offensive weapon.
- f) Warning shots are never permitted.
- g) When the decision is made to use deadly force, Airport Authority Security Officers may continue its application until the subject either surrenders or otherwise no longer poses a clear and present danger to life.

Airport Authority Security Officers shall not use deadly force against a person based on the danger that person poses to him or herself, if an objectively reasonable officer would believe the person does not pose an imminent threat of death or serious bodily injury to the officer or to another person.

An "imminent threat" of death or serious bodily injury exists when, based on the totality of the circumstances, a reasonable officer in the same situation would believe that a person has the present ability, opportunity, and apparent intent to immediately cause death or serious bodily injury to the officer or another person.

An officer's objective fear of future harm alone is insufficient as an "imminent threat". An "imminent threat" is one that from appearances is reasonably believed to require instant attention.

700.12.1 SHOOTING AT OR FROM MOVING VEHICLES OR AIRCRAFT

Shots fired at, or from, a moving vehicle entails great potential for risk of death or bodily injury to vehicle occupants, bystanders, officers, and are rarely effective, and may involve considerations and risks beyond those described. When feasible, Airport Authority Security Officers should take reasonable steps to move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants.

Airport Authority Security Officers should only discharge a firearm at a moving vehicle, or its occupants, when the officer reasonably believes there are no other reasonable means available to avert the imminent threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others. Officers should not shoot at any part of the vehicle in an attempt to disable the vehicle as this may result in the vehicle becoming uncontrollable and causing collateral damage, injury, or death.

700.12.2 DISPLAYING OF FIREARMS

Given that individuals might perceive the display of a firearm as a potential application of non-deadly use of force, officers should carefully evaluate each tactical situation and use sound discretion when drawing a firearm in public by considering the following guidelines:

- a) If the officer does not initially perceive a threat but reasonably believes that the potential for such threat exists, firearms should generally be kept in the low ready, or other position, and not directed towards an individual.
- b) If the officer reasonably believes that a threat exists, based on the totality of the circumstances presented at the time (e.g., high-risk stop, tactical entry, armed encounter, etc.), firearms may be directed towards such threat until the officer no longer perceives such threat exists.
- c) Once it is reasonably safe to do so, officers should carefully holster and secure all firearms.

700.13 REPORTING THE USE OF FORCE

Any Airport Authority Security Officer who observes, uses, or has knowledge of force used by a member of this department shall document the use of force promptly, completely, and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he or she believed the use of force was reasonable under the circumstances. Incident reports will include but shall not be limited to, the following:

- a) Full description of circumstances which caused the use of force.
- b) Type of force used, and location (bodily) were applied.
- c) The physical effect on the suspect or involved parties.
- d) Complete description of injuries.
- e) Statements of witnesses.
- f) Description of any medical aid that was requested, provided, or responded.
- g) Photographs of the individual - depicting both injuries and absence of injury.
- h) Names and identifying information of others present- even if they say that they saw or heard nothing.

- i) Names of responding and reporting Airport Authority Security Officers.

700.13.1 REQUIRED NOTIFICATIONS

1. Once the suspect is in custody, and the situation is controlled, the following notifications shall be made as soon as feasibly possible to:
 - a) The law enforcement agency having jurisdiction.
 - b) Medical aid (if necessary).
 - c) The Airport Authority Security Manager.
2. These notifications shall be completed when one or more of the following circumstances has taken place:
 - a) The application of force appears to have caused injury.
 - b) The individual has expressed a complaint of pain as a result of any application of force.
 - c) Any application of impact weapon or strikes.
 - d) The individual subjected to the force was rendered unconscious.
 - e) The discharge of a firearm by an Airport Authority Security Officer, whether or not injury or death resulted.

When police officers arrive at the scene, they shall be briefed on the use, or application, of force and the circumstances surrounding that force so they can take the required steps to obtain a pre-booking medical check on the subject. This notification shall include a description of the force used and any other circumstances the officer reasonably believe would be potential safety or medical risk to the subject (e.g.: prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent, or irrational behavior, accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and impervious to pain (sometimes called "excited delirium"), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies.

Airport Authority Security Officers who reasonably suspect a medical emergency should request police response, as well as medical assistance, as soon as practical and have medical personnel stage away from the scene if appropriate, until the situation is contained.

700.14 USE OF FORCE COMPLAINTS

The receipt, processing, and investigation of civilian complaints involving use of force incidents should be directed to the Security Manager or designee.

700.15 POLICY REVIEW

The Security Manager, or authorized designee, should annually review and update this policy to reflect developing practices, procedures, and changes in law.

700.16 PUBLIC RECORDS REQUESTS

As a Public Agency the San Bernardino International Airport Authority may receive requests of public records under the Freedom of Information Act.

Requests for public records involving any report, correspondence, officer personnel records, or internal investigations shall be directed to the Office of Airport Legal Counsel, via the Airport Chief Executive Officer (CEO), who will appropriately respond to the requestor.

Use of Force Investigation and Review Policy

702.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process, and provide guidelines, for the investigation and review of use of force incidents, involving Airport Authority Security Officers, which result in an on-going complaint of pain, injury, or death to a person.

The purpose of the use of force review is not to second guess the officers' actions, but rather to determine whether the use of force was, or was not, within department policy and to collect data for purposes of training, resource allocation, analysis, and other related reasons. The department may require the completion of additional report forms, as specified in the department policy, procedures, or law.

702.2 POLICY

The San Bernardino International Airport Authority is charged with the important responsibility of investigating and objectively evaluating specific uses of force employed by Airport Authority Security Officers. In cases where the use of force employed by any officer results in an on-going complaint of pain, injury, or death to a person the Airport CEO shall order that a Use of Force Review Board convene to review the incident. In cases where simple compliance holds or techniques are applied, which do not result in an on-going complaint of pain, injury or death, the Use of Force Review Board is not required.

702.3 SECURITY MANAGER RESPONSIBILITIES

- The Security Manager, or his designee, shall respond to any incident in which there has been a reported use of force by an Airport Authority Security Officer; and shall conduct an investigation, which will include:
 - a) Obtaining the basic facts from the involved Airport Authority Security Officer(s).
 - b) Ensuring that any injured parties have been examined and treated at a medical facility.
 - c) Separately interviewing and documenting statements with involved parties upon whom force was applied. If this interview is conducted without the person having voluntarily waived his or her Miranda rights, the following shall apply:
 - 1) The content of the interview, or statements, should be summarized in writing, in a separate report under attorney-client privilege, and retained in an administrative file until all potentials for civil litigation have expired.
 - d) Once any initial medical assessment or first aid has been completed, ensuring photographs have been taken of any areas involving visible injury or complaint of pain as well as overall photographs of uninjured areas.
 - 1) These photographs should also be retained in an administrative file until all potential civil litigation has expired.
 - e) Identifying any witnesses, and, if possible, take statements from, if not already included in related reports.

- f) Identifying any surveillance video that may have captured the incident. Copy and retain the video file until all potential litigation has expired.
 - g) Reviewing and approving all related reports written by involved Airport Authority Security Officers.
 - h) If the subject suffers a serious injury, or as hospitalized due to a use of force, notifying the Director of Administrative Services.
2. The Security Manager shall investigate each use of force by any Airport Authority Security Officer to ensure compliance with department policy and to address any issues or concerns. It will be the responsibility of the Security Manager to notify the Director of Aviation of any incidents requiring a review board. He or she shall complete a Use of Force Review Report, outlining his or her findings, along with all attachments and reports. That memorandum shall then be forwarded to the Director of Aviation within ten (10) business days of the use of force incident.
 3. Included in The Security Manager's report shall be the identification of any patterns or trends that may indicate policy ineffectiveness and/or policy modification needs, training needs and recommendations, or equipment needs and recommendations, along with any recommended discipline, should the need be determined.

702.4 USE OF FORCE REVIEW BOARD

The Use of Force Review Board is not an investigative body, but rather serves as a quality control mechanism to ensure timely reviews of all serious use of force investigations to determine the appropriateness of the investigative findings, and to quickly appraise use of force incidents from a procedural, tactical, training, policy, and agency improvement perspective.

702.4.1 COMPOSITION OF THE BOARD

The Use of Force Review Board shall be comprised of the following persons, all of whom shall have voting privileges:

- Director of Aviation (chairperson)
- Director of Administration
- SBPD Area Commander (law enforcement consultant)

702.5 RESPONSIBILITIES OF THE BOARD

1. The Use of Force Review Board is empowered to conduct an administrative review into the circumstances of any use of force incident involving an Airport Authority Security Officer referred to the board by the Security Manager. The chairperson will convene the Use of Force Review Board as necessary.
2. The Security Manager will ensure that all relevant reports, documents, and materials are available for consideration and review prior to the board being convened. The Security Manager will attend the hearing and present the incident to the board members.
3. The Use of Force Review Board will also review the circumstances surrounding every accidental or intentional discharge of a firearm, or Conducted Energy Device, that occurs while the employee is on duty, excluding range, or other training.

- ìò Board members may request further investigation, call persons to present information, and may request that the involved employee(s) appear before the board. The involved employee(s) will be notified of the meeting of the board and may be represented by legal counsel through all phases of the review process.
- èò In the name of fairness, to sustain objectivity and to avoid an appearance of bias, absent an expressed waiver from the employee, no more than two board members may ask questions of the involved employee.
- êò The review shall be based upon those facts which were reasonably believed by the officer at the time of the incident, applying legal requirements, department policy and procedures, and approved training to those facts. Facts later discovered, but unknown to the officer at the time of the incident, can neither justify nor call into question an officer's decision regarding the use of force.
- éò If it appears that the actions of the employee may result in criminal charges or disciplinary action, the board will conduct the interviews in accordance with Airport Authority disciplinary and personnel procedures. The board does not have the authority to recommend discipline. The board shall make a separate finding for each, and every force option applied, and each finding will be limited to one of the following conclusions:
 - The employee's actions were within department policy and procedures.
 - The employee's actions were in violation of department policy and procedures.
- èò Each finding will represent a majority consensus of the board, unanimous findings are not required. After the board has concluded its inquiry, the board chairperson, within five (5) business days of the conclusion of the review hearing, shall submit, via written memorandum, the findings of the board to the Airport CEO (with a copy forwarded to the employee(s)) for further action, if necessary.
- çò The board proceedings shall be audio recorded, with a copy of that recording made available to the employee upon request.

702.6 RESPONSIBILITIES OF THE AIRPORT CEO

Upon completion of the Use of Force Review Board, the findings will be forwarded to the Airport CEO. Upon reviewing those findings, if the board found that one or more of the employee's actions were in violation of department policy and procedures, the Airport CEO shall, within five (5) business days, impose one, or more, of the following actions:

- Retraining
- Disciplinary Action(s)
- No Further Action

Prior to making a final determination on any of the above actions, the Airport CEO may meet with the employee to hear any additional input the employee may have regarding the incident in question.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY SECURITY DEPARTMENT

1601 E. 3rd STREET
SAN BERNARDINO, CA. 92408
(909) 382-4100

CASE NUMBER

DATE/TIME OF INCIDENT

HRS

SECURITY MANAGER'S USE OF FORCE REPORT

AIRPORT AUTHORITY OFFICER NAME:

MEANS OF IDENTIFICATION:

☐ UNIFORM ☐ PLAIN CLOTHES (BADGE / ID) ☐ OTHER:

LOCATION OF INCIDENT (ADDRESS, PARKING LOT, ETC.):

AIRPORT PROPERTY

☐ YES ☐ NO

INITIAL REASON FOR CONTACT:

☐ DISPATCHED ☐ SELF-INITIATED ☐ OTHER:

FORCE USED AGAINST:

☐ INDIVIDUAL ☐ PROPERTY ☐ ANIMAL (DESCRIBE):

SUBJECT FORCE WAS USED AGAINST

(IF FORCE WAS USED ON MULTIPLE SUBJECTS, OR BY MULTIPLE OFFICERS, SEPARATE REPORTS MUST BE COMPLETED)

PERSON NAME (LAST, FIRST, MID.)

SEX

RACE

AGE

DOB

HGT

WGT

STREET ADDRESS (RESIDENCE)

CITY

STATE

ZIP CODE

PHONE NUMBER

SUBJECT WAS ARMED: ☐ YES ☐ NOIF ARMED CHECK TYPE OF WEAPON: ☐ KNIFE ☐ FIREARM ☐ CLUB OR SIMILAR DEVICE ☐ OTHER:SUBJECT WAS UNDER INFLUENCE: ☐ YES: (☐ ALCOHOL ☐ DRUGS) ☐ NO ☐ UNABLE TO DETERMINE

INITIAL FORCE: TYPE OF FORCE USED

(CHECK ALL THAT APPLY)

TYPE OF FORCE

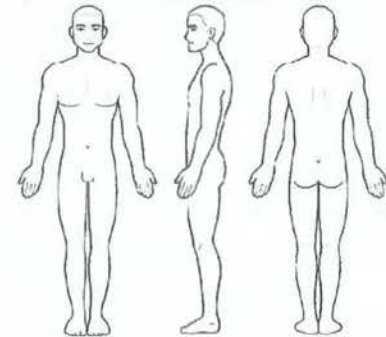
LOCATION ON BODY

INDICATE STRIKE LOCATION WITH FORCE NO.

☐ 1. PHYSICAL☐ 2. TASER - NUMBER OF DEPLOYMENTS:
☐ DART DEPLOYMENT ☐ DRIVE STUN
☐ 3. PEPPER GEL - NUMBER OF SPRAYS:☐ 4. IMPACT WEAPON - NUMBER OF STRIKES:☐ 5. HANDGUN -

NUMBER OF SHOTS FIRED:

NUMBER OF HITS:

☐ 6. CANINE☐ 7. OTHER:

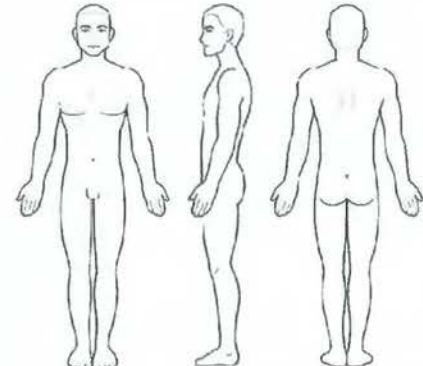
SECONDARY FORCE: TYPE OF FORCE USED

(CHECK ALL THAT APPLY)

☐ 1. PHYSICAL☐ 2. TASER - NUMBER OF DEPLOYMENTS:
☐ DART DEPLOYMENT ☐ DRIVE STUN
☐ 3. PEPPER GEL - NUMBER OF SPRAYS:☐ 4. IMPACT WEAPON - NUMBER OF STRIKES:☐ 5. HANDGUN -

NUMBER OF SHOTS FIRED:

NUMBER OF HITS:

☐ 6. CANINE☐ 7. OTHER:

PREPARED BY

ID

DATE

REVIEWED BY

DATE

REVIEW BOARD REQUIRED

☐ YES ☐ NO

(CONTINUED ON PAGE 2)

SUBJECT ARRESTED: <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES - CHARGES		SBPD OFFICER(S)		SBPD CASE NUMBER	
TYPE OF INJURIES:		<input type="checkbox"/> ON-GOING COMPLAINT OF PAIN <input type="checkbox"/> VISIBLE MINOR INJURY <input type="checkbox"/> VISIBLE MAJOR INJURY <input type="checkbox"/> DEATH					
SUBJECT HOSPITALIZED: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES - NAME OF HOSPITAL / TRANSPORTED BY:					
RESTRAINTS USED: <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES - MARK ALL THAT APPLY <input type="checkbox"/> HANDCUFFS <input type="checkbox"/> FLEX CUFFS <input type="checkbox"/> HOBBLE <input type="checkbox"/> OTHER (DESCRIBE):					
WITNESS INFORMATION							
WITNESS NAME (LAST, FIRST, MID.)				SEX	RACE	AGE	DOB
							WIT NO. 1
STREET ADDRESS (RESIDENCE)				CITY	STATE	ZIP CODE	PHONE NUMBER
STREET ADDRESS (BUSINESS)				CITY	STATE	ZIP CODE	PHONE NUMBER
WITNESS NAME (LAST, FIRST, MID.)				SEX	RACE	AGE	DOB
							WIT NO. 2
STREET ADDRESS (RESIDENCE)				CITY	STATE	ZIP CODE	PHONE NUMBER
STREET ADDRESS (BUSINESS)				CITY	STATE	ZIP CODE	PHONE NUMBER
INCIDENT SUMMARY							
(CHRONOLOGICAL ACCOUNT OF FACTS AND EVENTS RELATIVE TO THIS INCIDENT - ADDITIONAL PAGES MAY BE ATTACHED IF NEEDED)							
REVIEW AND RECOMMENDATIONS							
SECURITY MANAGER							
SECURITY MANAGER SIGNATURE		THE ACTIONS AND CONDUCT OF THE AIRPORT AUTHORITY SECURITY OFFICER IN THIS INCIDENT WERE WITHIN DEPARTMENT POLICY AND PROCEDURES AND RECOMMEND NO FURTHER ACTION.					
		THE ACTIONS AND CONDUCT OF THE AIRPORT AUTHORITY SECURITY OFFICER IN THIS INCIDENT WERE IN VIOLATION OF DEPARTMENT POLICY AND PROCEDURES AND RECOMMEND THAT THIS INCIDENT BE FORWARDED TO THE DIRECTOR OF AVIATION.					
DIRECTOR OF AVIATION							
DIRECTOR OF AVIATION SIGNATURE		I CONCUR WITH THE FINDINGS OF THE SECURITY MANAGER					
		I DISAGREE WITH THE FINDINGS OF THE SECURITY MANAGER AND RECOMMEND THAT: <input type="checkbox"/> THIS REPORT BE FORWARDED TO THE AIRPORT CEO. <input type="checkbox"/> NO FURTHER ACTION BE TAKEN IN THIS MATTER.					
AIRPORT CEO							
AIRPORT CEO SIGNATURE		I CONCUR WITH THE RECOMMENDATIONS OF THE DIRECTOR OF AVIATION.					
		I ORDER THAT THIS INCIDENT BE ASSIGNED TO THE USE OF FORCE REVIEW BOARD.					
USE OF FORCE REVIEW BOARD (IF APPLICABLE)							
		THE ACTIONS AND CONDUCT OF THE AIRPORT AUTHORITY SECURITY OFFICER IN THIS INCIDENT WERE WITHIN DEPARTMENT POLICY AND PROCEDURES.					
		THE ACTIONS AND CONDUCT OF THE AIRPORT AUTHORITY SECURITY OFFICER IN THIS INCIDENT WERE IN VIOLATION OF DEPARTMENT POLICY AND PROCEDURES.					
BOARD MEMBERS (NAMES)							DATE

Baton Policy

703.0 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to Airport Authority Security Officers regarding the use of the baton as a less lethal force option.

703.1 AUTHORIZED BATONS

Uniformed personnel carrying a baton are:

- a) Required to have completed a BSIS course of instruction and certification on the use of the baton and submit a copy of the baton permit for inclusion in the officer's training file.
- b) Required to carry the device in its ring, or holder, on the equipment belt when engaged in Airport Security duties.
- c) Only authorized to carry:
 1. A straight wooden baton
 2. An RCB collapsible baton
 3. An ASP collapsible baton

703.2 DEPLOYMENT CONSIDERATIONS

Before employing the baton, the officer should consider such factors as:

- a) The subject's proximity to and potential for danger to others.
- b) The location of the subject.
- c) Whether the subject's actions dictate the need for an immediate response and the use of the baton appears appropriate.

A verbal warning of the intended use should precede its application unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the baton is being utilized.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective target, and strike-zone areas. However, each situation must be evaluated on the totality of the circumstances at the time of deployment.

703.3 TRAINING FOR BATON

The Security Manager shall ensure that all personnel who are authorized to carry the baton have been properly trained and are certified to carry it per POST or BSIS Guidelines, whichever are newer.

- a) Only officers trained and certified in the use of the baton, and the Department's Use of Force policy, are authorized to carry the device.
- b) Proficiency training must be monitored and documented by a certified instructor.
- c) All training for the baton will be documented in the officer's department file.

703.4. PURCHASE OF BATONS AND RELATED EQUIPMENT

Officers are required to purchase their own batons and related equipment.

703.5 REPORTING USE OF A BATON

Use of the baton is considered a less lethal use of force and shall:

- a) Be documented in an incident report, as directed in Section 300 of this manual.
- b) Be reported to the Security Manager as soon as feasible.

703.6 MEDICAL TREATMENT

If an Airport Authority Security Officer utilizes a baton during the course of an arrest, the law enforcement agency having jurisdiction shall be contacted as soon as possible. The dispatcher shall be advised that a use of force was utilized and request that an officer respond. Additionally, if an individual falls under any of the following categories medical aid shall also be requested:

- a) The person is suspected of being under the influence of controlled substances and or alcohol.
- b) The person is displaying an altered state of consciousness.
- c) The person is displaying signs of excited delirium.
- d) The person may be pregnant.
- e) The person appears to be in need of medical attention (i.e.: visible injury).
- f) The person requests medical treatment.

Airport Authority Security Officers shall inform any person providing medical care, or receiving custody, that the individual has been subjected to baton strikes.

Pepper Gel Policy

704.0 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to Airport Authority Security Officers regarding the use of Pepper Gel as a moderate / limited force option.

704.1 AUTHORIZED PEPPER GEL DEVICES

Airport Authority Security Officers carrying pepper gel shall:

- a) Have completed a BSIS course of instruction and certification on the carrying and use of Chemical Agents / Pepper Spray and submit a copy of that certification to the Security Manager for inclusion in the officer's training file.
- b) Be required to carry the device in a holder, on the equipment belt.
- c) Only be authorized to carry:
 - 1. Pepper Gel equipment issued by the department, and
 - 2. In no case will officers carry "Pepper Spray" type devices

704.2 DEPLOYMENT CONSIDERATIONS

Before employing Pepper Gel, the officer should consider such factors as:

- a) The subject's proximity to and potential for danger to others.
- b) The location of the subject.
- c) Whether the subject's actions dictate the need for an immediate response and the use of Pepper Gel appears appropriate.

A verbal warning of the intended use should precede its application unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that Pepper Gel is being utilized.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective target areas, and application distances. However, each situation must be evaluated on the totality of the circumstances at the time of deployment.

704.3 TRAINING FOR PEPPER GEL

The Security Manager shall ensure that all personnel who are authorized to carry Pepper Gel have been properly trained, are certified to carry it per BSIS Guidelines, and adhere to the following:

- a) Only Airport Authority Security Officers trained and certified in the use of Pepper Gel, and the Department's Use of Force policy, are authorized to carry the device.
- b) Proficiency training must be monitored and documented by a certified instructor.
- c) All training for Pepper Gel will be documented in the officer's training file.

704.5 REPORTING USE OF A PEPPER GEL

Use of pepper-gel is considered a moderate / limited force option and shall:

- a) Be documented in an incident report, as directed in Section 300 of this manual.
- b) Be reported to the Security Manager as soon as feasible.

704.6 MEDICAL TREATMENT

If an Airport Authority Security Officer utilizes pepper-gel during the course of an arrest, the law enforcement agency having jurisdiction shall be contacted as soon as possible. The dispatcher shall be advised that a use of force was utilized and request that an officer and medical aid respond (to perform eye irrigation). Additionally, any such individual who falls under any of the following categories should, as soon as practical, be examined by paramedics or other qualified medical personnel:

- a) The person is suspected of being under the influence of controlled substances and or alcohol.
- b) The person displays an altered state of consciousness.
- c) The person is displaying signs of excited delirium.
- d) The person may be pregnant.
- e) The person appears to be in need of medical attention (i.e.: visible injury).
- f) The person requests medical treatment.

Airport Authority Security Officers shall inform any person providing medical care, or receiving custody, that the individual has been subjected to pepper-gel.

California Laws - Penal Code

**PART 4. PREVENTION OF CRIMES AND APPREHENSION OF CRIMINALS
TITLE 2 CONTROL OF DEADLY WEAPONS**

CHAPTER 4. TEAR GAS WEAPONS

Article 1. General Provisions (12401-12404)

12401. "Tear gas" as used in this chapter shall apply to and include all liquid, gaseous or solid substances intended to produce temporary physical discomfort or permanent injury through being vaporized or otherwise dispersed in the air, but does not apply to, and shall not include, any substance registered as an economic poison as provided in Chapter 2 (commencing with Section 12751) of Division 7 of the Agricultural Code provided that such substance is not intended to be used to produce discomfort or injury to human beings.

12402. The term "tear gas weapon" as used in this chapter shall apply to and include:

(a) Any shell, cartridge, or bomb capable of being discharged or exploded, when the discharge or explosion will cause or permit the release or emission of tear gases.

(b) Any revolvers, pistols, fountain pen guns, billies, or other form of device, portable or fixed, intended for the projection or release of tear gas except those regularly manufactured and sold for use with firearm ammunition.

12403. Nothing in this chapter shall prohibit any person who is a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, from purchasing, possessing, transporting, or using any tear gas or tear gas weapon if the person has satisfactorily completed a course of instruction approved by the Commission on Peace Officer Standards and Training in the use of tear gas.

12403.1. Nothing in this chapter shall prohibit any member of the military and naval forces of this state or of the United States or any federal law enforcement officer from purchasing, possessing, or transporting any tear gas or tear gas weapon for official use in the discharge of his duties.

12403.5. Notwithstanding any other provision of law, a person holding a license as a private investigator or private patrol operator issued pursuant to Chapter 11 (commencing with Section 7500), Division 3 of the Business and Professions Code, or uniformed patrolmen employees of a private patrol operator, may purchase, possess, or transport any tear gas weapon, if it is used solely for defensive purposes in the course of the activity for which the license was issued and if the person has satisfactorily completed a course of instruction approved by the Department of Consumer Affairs in the use of tear gas.

Chapter 6

Chemical Agents

Overview

Learning need

Peace officers must know the terminology, capabilities, exposure symptoms, and decontamination procedures in order to safely and effectively handle and deploy chemical agents and gas masks.

Learning objectives

The chart below identifies the student learning objectives for this chapter.

After completing study of this chapter, the student will be able to:	E.O. Code
<ul style="list-style-type: none">• State the statutory requirements for the possession and use of chemical agents	35.06.EO1
<ul style="list-style-type: none">• Describe four methods used to deploy chemical agents	35.06.EO3
<ul style="list-style-type: none">• Describe environmental and physical conditions that can impact the effectiveness of a chemical agent	35.06.EO4
<ul style="list-style-type: none">• State the guidelines for safely carrying, drawing, and deploying hand-held canisters of chemical agents	35.06.EO5
<ul style="list-style-type: none">• Apply decontamination procedures that should be followed after a chemical agent has been used	35.06.EO6
<ul style="list-style-type: none">• Discuss the physiological and psychological effects of each of the following chemical agents used by peace officers:<ul style="list-style-type: none">- OC (oleoresin capsicum)- CN (chloroacetophenone)- CS (ortho-chlorobenzylidene-molononitrile)	35.06.EO7 35.06.EO8 35.06.EO9

Continued on next page

Overview, Continued

Learning objectives (continued)

After completing study of this chapter, the student will be able to:	E.O. Code
<ul style="list-style-type: none">• Demonstrate proper procedures peace officers should follow when using gas masks, to include:<ul style="list-style-type: none">- inspection and proper fit- cleaning and storage	35.06.EO10 35.06.EO11

In this chapter

This chapter focuses on types and characteristics of the chemical agents used by peace officers. Refer to the following chart for specific topics.

Topic	See Page
Legal Issues Regarding Use and Possession	6-3
Safe and Effective Use	6-8
OC (Oleoresin Capsicum)	6-19
CN (Chloroacetophenone) and CS (Ortho-chlorobenzylidene-malononitrile)	6-23
Gas Masks	6-28
Chapter Synopsis	6-34
Workbook Learning Activities	6-36

Legal Issues Regarding Use and Possession

[35.06.EO1]

Introduction

Under statutory law, peace officers may use chemical agents once they have satisfactorily completed instruction in their use. (*Penal Code Sections 835a and 22820*)

There are a variety of situations where peace officers may use chemical agents. Examples of such situations include, but are not limited to:

- self defense
 - overcoming the resistance of a noncompliant individual
 - effecting an arrest
 - preventing escape
 - crowd or riot control
 - dangerous animals
-

Related terms

In order to understand the legal issues regarding the use and possession of chemical agents, peace officers need to become familiar with the following terms.

Tear gas means all liquid, gaseous, or solid substances intended to produce temporary discomfort or permanent injury through being vaporized or otherwise dispersed in the air. (*Penal Code Section 17240*)

A **chemical agent device** is any shell, cartridge, or bomb capable of being discharged or exploded which allows the release of a chemical agent. It also includes any revolver, pistol, fountain pen gun, or other device intended for the release of tear gas. (*Penal Code Section 17250*)

Law enforcement use of chemical agents

In statutory law the term “tear gas” is used as a generic term for all chemical agents. Only specified persons may lawfully possess or use any chemical agent that is intended to produce temporary discomfort or permanent injury.

Continued on next page

Legal Issues Regarding Use and Possession, Continued

Unlawful possession

Penal Code Section 22900 states that any person, firm, or corporation who within this state:

- knowingly sells or offers for sale, possesses, or transports
- any tear gas or tear gas weapon
- *except as permitted* under the provisions of this chapter, is guilty of a public offense

Conditions for lawful possession

Statutory law allows the possession and use of chemical agents for certain professions other than peace officers under specific conditions. The following table identifies these professions and conditions.

Possession of tear gas by:	is considered lawful when:	<i>Penal Code Section</i>
Military and Naval Personnel	<ul style="list-style-type: none">• purchased, possessed, transported, or used in the discharge of their duties	22830
Federal Law Enforcement Officers		
County Custodial Officers	<ul style="list-style-type: none">• used while on duty• the officer has satisfactorily completed a course of instruction in the use of the chemical agent	22825
Private Investigators	<ul style="list-style-type: none">• used solely for defensive purposes• in the course of the activity for which their licenses were issued• the person has satisfactorily completed a course of instruction in the use of the chemical agent	22835
Private Patrol Operators		

Continued on next page

Legal Issues Regarding Use and Possession, Continued

Possession by the general public

In September of 1993, members of the general public were first allowed to use tear gas as a form of self-defense.

Penal Code Section 22810(a) - (e)(1) makes it lawful for a member of the general public to purchase, possess, or use a tear gas weapon if that person:

- uses it **solely for self-defense** and
 - has not been convicted of a felony or crime involving assault
 - is not addicted to narcotics
 - is not attempting to sell or furnish the tear gas weapon to a minor
 - the weapon is an **aerosol spray containing no more than 2.5 ounces**
-

Possession by a minor

Penal Code Section 22815(a) states that it is lawful for a minor to purchase and possess a chemical weapon *only* if that minor:

- has attained the age of 16 years, **and**
- is accompanied by a parent or guardian
- has written consent of a parent or guardian

NOTE: The minor must also meet the requirements of *Penal Code Section 22810(a) - (e)(1)*.

Continued on next page

Legal Issues Regarding Use and Possession, Continued

Product labeling

All manufacturers of chemical agents for use by the general public must comply with specific labeling requirements. (*Penal Code Section 22810*)

The following table identifies a number of the regulations regarding the labeling of these products.

Area	Description
Warning	Products authorized for possession by citizens must clearly display the following statement: “WARNING: The use of this substance or device for any purpose other than self defense is a felony under the law. The contents are dangerous - use with care.”
Expiration	Every canister or weapon manufactured after January 1, 1984, must have the product’s expiration date displayed on the label
Manufacturer	Each product must display: <ul style="list-style-type: none">- the manufacturer’s name- a serial number

Continued on next page

Legal Issues Regarding Use and Possession, Continued

Altering product labels

It is a felony to alter the label of a product containing a chemical agent. (*Penal Code Section 22910*)

Altering includes:

- changing, altering, removing, or obliterating
- the manufacturer's name
- the product's serial number
- any identification marks

Possession of any device with an altered label can be used as *presumptive evidence* that the possessor is the person who actually altered the product.

Federal law

It is a violation of federal law to carry or place a chemical agent device onto an aircraft. Penalties for the violation include:

- civil penalties including fines up to \$1,000 levied by the Department of Transportation
 - criminal penalties for the willful placement of up to five years in a federal prison and/or a fine of \$25,000
-

Passenger aircraft

It is unlawful to carry any nonlethal chemical agents within the passenger compartment of commercial aircraft. In 1998 an exception was made for aerosol canisters of 4 ounces or less that are intended for self-defense use. Such devices are allowed only in *checked* luggage though that is stowed in the luggage compartment of the aircraft. (*49 CFR Part 171 et al. and 49 CFR 175.10(a)(4)ii*)

Safe and Effective Use

[35.06.EO3, 35.06.EO4, 35.06.EO5, 35.06.EO6]

Introduction

Selection of a method for deploying a chemical agent is dependent on the purpose of its intended use and environmental conditions.

Deployment methods

There are four methods that can be used to deploy chemical agents. The following table describes each.

Method	Description
Aerosol	<ul style="list-style-type: none">• Expelling force (i.e., canister) is used to project the chemical agent• Agent is dispersed at the desired target• <i>Most common method used by law enforcement</i>
Fogging	<ul style="list-style-type: none">• Hot gasses are used to vaporize the liquid chemical agent• Released into the air as a fog cloud• Deployment devices are commonly referred to as “pepper foggers”
Pyrotechnics	<ul style="list-style-type: none">• Burning of a granulated chemical agent in a pyrotechnic mixture• Released into the air as a smoke cloud• Also referred to as continuous discharge• Extreme fire hazard
Blast Expulsion	<ul style="list-style-type: none">• Use of explosives or other force to eject a micro-pulverized chemical agent into the air• Also referred to as instantaneous discharge or bursting

Continued on next page

Safe and Effective Use, Continued

Environmental and physical conditions

All methods used to deploy chemical agents can be affected by certain environmental and physical conditions. Officers should recognize these conditions and take the appropriate precautions before deploying a chemical agent. The following table identifies these conditions:

Condition	Additional Information
Wind	<ul style="list-style-type: none">• Agents dispersed into the wind may drift back onto the officers and involve bystanders• Both wind <i>direction</i> and <i>speed</i> should be considered• Gusting winds and direction changes can be common in urban areas where buildings can channel winds and cause turbulence
Rain	<ul style="list-style-type: none">• Light rain may assist in settling an agent on the intended target• Heavy rain can dampen the clouding effect and dissipate agents too quickly
Temperature	<ul style="list-style-type: none">• On a hot day, disbursement may drift upwards
Distance	<ul style="list-style-type: none">• Most hand-held devices have a <i>maximum</i> effective range of approximately 15 feet. (Some products may be less.)• Some aerosol canisters can be used within 3-12 feet of the target• Officers must remain constantly alert and prepared to take other action when in close proximity to a violent or potentially violent suspect

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Safe and Effective Use, Continued

Environmental and physical conditions (continued)

Condition	Additional Information
Proximity of Others	<ul style="list-style-type: none">• Bystanders in the area may be exposed if they are near the area where the agent is used• Officers who are physically engaged in subduing the suspect can inadvertently be exposed to the agent as well

NOTE: If an agent is being deployed for the purposes of crowd control, many other factors must be taken into consideration.

Basic nomenclature: hand-held aerosol canister

The chemical agents most commonly used by peace officers are packaged in hand-held aerosol canisters. The following table identifies the basic components of a hand-held aerosol canister.

Component	Description/Function
Safety Lock Hood	<ul style="list-style-type: none">• Device that prevents unintended release of the chemical agent
Actuator	<ul style="list-style-type: none">• Mechanism that is pressed by the thumb or finger to release the chemical agent
Discharge Nozzle	<ul style="list-style-type: none">• Point where the chemical agent is released into the air
Pressurized Gas	<ul style="list-style-type: none">• Expands as the canister is emptied

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Safe and Effective Use, Continued

Basic nomenclature: hand-held aerosol canister (continued)

Component	Description/Function
Dip Tube	<ul style="list-style-type: none">Transports chemical agent from the canister to the discharge nozzle
Chemical Agent	<ul style="list-style-type: none">Active ingredients of the chemical agent
Outer Casing	<ul style="list-style-type: none">Outer canister that holds the chemical agent and pressurized gas

NOTE: A graphic illustration of a hand-held aerosol canister is provided in the *Supplementary Material* of this workbook.

Canister care and maintenance

All hand-held canisters should be maintained according to the manufacturer's specifications. Individual agency policies may dictate when canisters should be replaced (whether they have been used or not).

The following table identifies basic guidelines for the care and maintenance of hand-held canisters.

	Explanation
Storage	<ul style="list-style-type: none">All devices containing chemical agents should be stored in an area that is inaccessible to children and untrained individualsCanisters should be stored in an area with good ventilation and out of direct sunTemperatures should never exceed 120 degrees F <p>NOTE: Above 120 degrees, the aerosol may expand causing the canister to explode.</p>

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Safe and Effective Use, Continued

Canister care and maintenance (continued)

	Explanation
Maintenance	<ul style="list-style-type: none">• Officers should shake the canister on a regular basis• This ensures that the active ingredients remain properly mixed
Inspection	<ul style="list-style-type: none">• All hand-held canisters should be inspected on a regular basis• Inspections should include:<ul style="list-style-type: none">- canister exterior (e.g., seams, seals)- activation mechanism- nozzle for obstructions or blockages- any signs of leaks• Faulty, empty, and nearly empty canisters should be replaced as necessary• Test shots of the device should be conducted in a well ventilated area and away from other persons• Expiration dates should be noted and honored

Carrying hand-held canisters

Hand-held canisters can be worn on the officer's duty belt or other form of holster. Canisters can also be concealed within clothing, bags, or other cases.

When carrying a hand-held canister, officers should keep the device in a location that:

- is accessible when needed
- minimizes the chance of unintentional discharge

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Safe and Effective Use, Continued

Drawing hand-held canisters

When a hand-held canister is drawn, either from a holster or other location, officers should first make sure it is right-side-up. Canisters which are not held upright will not discharge properly and can lead to loss of the propellant.

It may be tactically advantageous to conceal the canister from the suspect until it is actually used.

Officers must also be able to quickly and easily reholster and secure the device in order to take control of the suspect. Both drawing and reholstering are skills that will require practice.

Safety mechanism

Many canisters containing chemical agents have a spring-activated cover that functions as a safety lock. This safety cover is easily moved out of the way as the officer engages the firing actuator. As the finger or thumb is removed from the actuator, a spring brings the safety hood back into place.

Deploying the chemical agent

The target for all hand-held aerosol agents is the *face of the suspect*.

Response to exposure

Each person may have a different response or reaction when exposed to a chemical agent. The same person may react differently on different occasions depending on the conditions.

Continued on next page

Safe and Effective Use, Continued

Response to exposure (continued)

Reactions can vary depending on the suspect's:

- physical condition
- psychological makeup
- degree of exposure to the agent
- use of alcohol or drugs

NOTE: Additional information regarding the effects of specific chemical agents is given later in this lesson.

Officer safety

The time required for any effect to take place, the severity of the effect, and the recovery time can vary from one individual to another. Because no device is 100% effective, a determined assailant may be able to overcome the physical effects. For some individuals, the agent may have no effects at all.

Care should be taken before officers approach the suspect. Because of the varying degrees of effectiveness, officers should never expect immediate incapacitation and should always be prepared to overcome further resistance.

Decontamination

Decontamination procedures should begin as soon as the exposed suspect has been properly restrained. At that time, officers should expose the person to fresh air. If necessary, the affected area on the person may also be flushed with water and washed with a nonoily-based soap (e.g., *Johnson's Baby Soap*).

NOTE: No salves, ointments, or moisturizing agents should be used on the affected areas of the person. Use of such materials could bond the chemical agent to the skin causing continued discomfort.

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Safe and Effective Use, Continued

Decontamination procedures

It is important that officers know simple procedures to administer to people affected by chemical agents. This knowledge will be useful whether the persons affected are the suspects or peace officers themselves.

The table below identifies basic decontamination procedures to use on people who have been exposed to chemical agents.

Area Affected	Symptoms	Decontamination Procedures
Eyes	<ul style="list-style-type: none">• Burning sensation• Heavy tearing• Involuntary closing of eyes	<ul style="list-style-type: none">• Keep eyes open facing wind• Do not rub eyes• Tearing helps clear eyes• If agent particles remain in eyes, wash out with lots of cool water• Blot tears away
Skin	<ul style="list-style-type: none">• Stinging or burning sensation on moist skin areas• Blisters from very heavy concentrations	<ul style="list-style-type: none">• Have victim sit and remain quiet to reduce sweating• Expose affected area to the air• Gross contamination can be relieved by flushing with clear water for at least 10 minutes

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Safe and Effective Use, Continued

Decontamination procedures

Area Affected	Symptoms	Decontamination Procedures
Nose	<ul style="list-style-type: none">• Irritation, burning sensation• Nasal discharge	<ul style="list-style-type: none">• Person should breathe normally• Blow nose to remove discharge• Nose drops will help if discomfort is severe
Chest	<ul style="list-style-type: none">• Irritation, burning sensation• Coughing, feeling of suffocation• Tightness in chest, often accompanied by a feeling of panic	<ul style="list-style-type: none">• Person should relax and stay calm• Talking reassuringly to the person will help to relieve discomfort and prevent panic

NOTE: For severe or prolonged exposure, medical aid should be sought as soon as possible.

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Safe and Effective Use, Continued

Custody notification

If an exposed suspect is taken into custody, custodial officers should be notified of the person's exposure to a chemical agent.

Examples

- (1) Two officers arrived at a suspect's house to serve an arrest warrant. The suspect, a large male, appearing very agitated and hostile, refused to be taken into custody and ran into the backyard where he turned and challenged the officers. One officer pulled the chemical agent canister from his holster and sprayed the suspect in the eyes. The suspect dropped to his knees and the officers handcuffed him. They were able to serve the warrant without further incident.
 - (2) An officer sprayed a combative narcotic suspect with a chemical agent. After two applications, the officer realized that the agent was having very little effect due to the suspect's drug usage. The officer requested help and, once an adequate number of officers were present, the suspect was subdued and taken into custody.
 - (3) A combative inmate in a cell refused to come out of the cell when ordered to by deputies. The deputies opened the cell door, sprayed the inmate in the face, and then immediately rushed into the cell. The inmate was not instantaneously incapacitated by the chemical agent and fought with the deputies, injuring one severely. The deputies should have given the chemical agent time to take effect before engaging directly with the inmate.
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Safe and Effective Use, Continued

Student notes During class, instructors will demonstrate the proper methods for safe and effective use of hand-held chemical agent canisters.

OC (Oleoresin Capsicum)

[35.06.E07]

Introduction	The chemical agent most widely used by both law enforcement and the general public is OC (oleoresin capsicum, pronounced <i>oleo-resin-cap-si-cum</i>), also commonly referred to as pepper spray.
Characteristics	<p>OC has a pungent and irritating pepper odor. It is classified as an inflammatory agent.</p> <p>Besides being effective on humans, OC-based chemical agents usually work on animals as well. However, some animals, such as trained attack dogs, may not be affected.</p>
Makeup	In a liquid form, OC can appear as a clear, amber, or heavy dark red solution depending on the manufacturer. It is mixed with several different types of solutions which act as carriers. These solutions are then sprayed from aerosol canisters.
Canisters	<p>Most canisters used by law enforcement are black with orange, white, or red writing.</p> <p>Even though a canister may have a color code reference marking, it is critical that officers examine closely the label of each canister to make sure of its contents.</p> <p>NOTE: There is no industry standard on the open market.</p>

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OC (Oleoresin Capsicum), Continued

Physiological effects

The following table identifies the most common physiological effects a peace officer can expect when OC is used:

Area Affected	Possible Physical Response
Eyes	<ul style="list-style-type: none">• Heavy tearing due to a burning sensation• Severe twitching• Involuntary closing or blinking
Skin	<ul style="list-style-type: none">• Burning sensation• Stinging on exposed areas• Some reddening with lighter skinned people
Nose	<ul style="list-style-type: none">• Irritation and burning sensation• Runny nose
Mouth	<ul style="list-style-type: none">• Salivation• Burning sensation
Throat and Lungs	<ul style="list-style-type: none">• Coughing• Gagging sensation• Shortness of breath• Temporary paralysis of the larynx (person unable to speak)
Stomach	<ul style="list-style-type: none">• Nausea (caused by shock, not by the OC itself)

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OC (Oleoresin Capsicum), Continued

Psychological effects

A person may also experience any of the following psychological effects when exposed to OC.

- Disorientation
 - Anxiety
 - Panic
 - Aggression
-

Recovery time

Normally, a person who has been exposed to OC will experience considerable discomfort for a short period of time, and then begin to recover. Complete recovery usually takes place within 45-60 minutes.

Persons exposed to OC should be monitored during the recovery period. If the effects do not begin to diminish in a reasonable amount of time or if symptoms appear to indicate the person is having an unusual response (e.g., difficulty in breathing, unconsciousness, vomiting), further medical attention should be sought.

NOTE: Officers should be completely familiar with agency policy regarding positional asphyxiation.

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OC (Oleoresin Capsicum), Continued

Examples

- (1) Two officers arrived at a house to carry out a drug search warrant. An aggressive dog charged the officers as they reached the front door. One officer was ready to shoot the dog, but his partner, signaling the first officer to stay back, unholstered his canister of OC and sprayed the agent into the dog's eyes. The dog retreated, allowing the officers to enter and lock the dog in a room where he went to hide. The warrant was successfully executed without further need for force.
 - (2) Officers confronted an irate and hysterical suspect on a stairway, where he repeatedly swung a bat at officers when they tried to approach him. One officer deployed OC at a safe distance which overcame the suspect. He was then handcuffed and taken into custody.
 - (3) While chasing an arson suspect, officers tried to spray him with OC. Because OC requires a direct hit in the face, it was ineffective. In fact, one officer became incapacitated by the spray.
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CN (Chloroacetophenone) and CS Ortho-chlorobenzylidene-molonitrile)

[35.06.EO8, 35.06.EO9]

Introduction CN (chloroacetophenone, pronounced *chloro-aceto-fenone*) and CS (ortho-chlorobenzylidene-molonitrile, pronounced *ortho-chloro-benzil-ideen-malo-non-nitrile*) are two additional chemical agents that may be used by peace officers.

Characteristics The following table presents the different characteristics of CN and CS.

Chemical Agent	Characteristics
CN	<ul style="list-style-type: none">• Odor, if any, of faint apple blossoms• Classified as a lacrimator (tearing agent)• Five times heavier than air• Can displace the oxygen in an enclosed area• Dispersed as a mixture of vapor and fine particle smoke by burning type munitions such as projectiles and grenades• May appear as a bluish white cloud at the point of release
CS	<ul style="list-style-type: none">• Pungent pepper-like odor• Classified as a lacrimator (tearing agent/irritant)• Can displace the oxygen in an enclosed area• Faster acting, much stronger, but less toxic than CN• Appears as a white cloud at the point of release• Disseminated by burning, explosion, or aerosol• May be used as a crowd control agent

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CN (Chloroacetophenone) and CS Ortho-chlorobenzylidene-molonitrile), Continued

Makeup

The following table presents the makeup of each chemical agent.

Chemical Agent	Make Up
CN	<ul style="list-style-type: none">• An organic compound that, in pure form, is a white crystalline solid, resembling salt or sugar• There are two types of CN:<ul style="list-style-type: none">- a solid form used in grenades and projectiles- a liquid form used in aerosol devices and projectiles
CS	<ul style="list-style-type: none">• A synthetic compound• White crystalline solid, resembling talcum powder• Particles are approximately one to ten microns in size (smaller than CN in its pure form)• Particles are heavier than air

Canisters

Each canister of a chemical agent should have a color code marking to help identify it from other forms of aerosol canisters containing chemical agents.

CN: *Red*

CS: *Blue*

Even though a canister may have a color code reference marking, it is critical that officers closely examine the label of each canister to make sure of its contents.

Military CN canisters will vary in color. Should you encounter military CN ordnance keep in mind that there are no standardized colors used to identify CN canisters.

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CN (Chloroacetophenone) and CS Ortho-chlorobenzylidene-molononitrile), Continued

Physiological effects

The following table identifies the most common physiological effects for CN and CS.

Area Affected	CN	CS
Eyes	<ul style="list-style-type: none">• Profuse tearing and burning• Involuntary closing, usually within one or two seconds	<ul style="list-style-type: none">• Heavy tearing and burning• Involuntary closure
Skin	<ul style="list-style-type: none">• Burning sensation, especially if suspect is hot and perspiring• Blistering from heavy concentrations	<ul style="list-style-type: none">• Stinging on exposed and moist areas• Blistering from heavy concentration
Nose	<ul style="list-style-type: none">• Irritation and burning sensation, usually occurring within one to two seconds• Runny nose	<ul style="list-style-type: none">• Irritation and burning• Runny nose
Mouth	<ul style="list-style-type: none">• Salivation	<ul style="list-style-type: none">• Heavy salivation
Throat and Lungs	<ul style="list-style-type: none">• Irritation• Coughing and tightness in chest	<ul style="list-style-type: none">• Throat irritation• Coughing and tightness in chest• Shortness of breath

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CN (Chloroacetophenone) and CS Ortho-chlorobenzylidene-malononitrile), Continued

Physiological effects (continued)

Area Affected	CN	CS
Stomach	<ul style="list-style-type: none"> Nausea from high concentrations or extended exposures 	<ul style="list-style-type: none"> Nausea from high concentrations or extended exposures
Central Nervous System	<ul style="list-style-type: none"> Headache 	<ul style="list-style-type: none"> Headache

A person may experience any of the following psychological effects when exposed to CN and CS.

Chemical Agent	Psychological Effect
CN	<ul style="list-style-type: none"> Anxiety, caused by the level of physical discomfort Mildest of the chemical irritants with the least psychological impact, although individual reactions may vary
CS	<ul style="list-style-type: none"> Anxiety Panic/fear Disorientation

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CN (Chloroacetophenone) and CS Ortho-chlorobenzylidene-molonitrile), Continued

Recovery time

Everyone who has been exposed to a chemical agent should be monitored during their recovery period. If the effects of the agent do not begin to wear off in a reasonable amount of time or if symptoms appear to indicate the person is having an extreme reaction, medical attention should be sought.

The following table identifies approximate recovery times for CN and CS.

Chemical Agent	Approximate Recovery Time
CN	10-20 minutes
CS	10-20 minutes

TEAR GAS

Tear gas and other chemical agents commonly used in the security professions may only be used after the proper training and certificate have been attained. The following excerpts from the Business and Professions Code explain the requirements.

DIVISION 3, CHAPTER 11.5, PRIVATE SECURITY SERVICES ARTICLE 4

Business & Professions Code Section 7583.35

Every licensee, qualified manager, or a registered uniformed security guard, who in the course of his or her employment carries tear gas or any other nonlethal chemical agent, shall complete the required course pursuant to Section 22835 of the Penal Code.

Business & Professions Code Section 7583.36

A licensee shall not permit any employee to carry tear gas or any other nonlethal chemical agent prior to ascertaining that the employee is proficient in the use of tear gas or other nonlethal chemical agent. Evidence of proficiency shall include a certificate from a training facility approved by the Department of Consumer Affairs, Bureau of Security and Investigative Services that the person is proficient in the use of tear gas or any other nonlethal chemical agent.

Business & Professions Code Section 7583.37 (Excerpt)

The director may assess fines as enumerated in Article 7 (commencing with Section 7587). Assessment of administrative fines shall be independent of any other action by the bureau or any local, state, or federal governmental agency that may result from a violation of this article. In addition to other prohibited acts under this chapter, no licensee, qualified manager, or registered security guard shall, during the course and scope of licensed activity, do any of the following:

(a) Carry or use tear gas or any other nonlethal chemical agent in the performance of his or her duties unless he or she has in his or her possession proof of completion of a course in the carrying and use of tear gas or any other nonlethal chemical agent.

APPLICABLE PENAL CODE SECTIONS

Section 22835

§22835. Notwithstanding any other provision of law, a person holding a license as a private investigator pursuant to Chapter 11.3 (commencing with Section 7512) of Division 3 of the Business and Professions Code, or as a private patrol operator pursuant to Chapter 11.5 (commencing with Section 7580) of Division 3 of the Business and Professions Code, or a uniformed patrolperson employee of a private patrol operator,

may purchase, possess, or transport any tear gas weapon, if it is used solely for defensive purposes in the course of the activity for which the license was issued and if the person has satisfactorily completed a course of instruction approved by the Department of Consumer Affairs in the use of tear gas.

Conducted Energy Device Policy

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance to Airport Authority Security Officers regarding the use of the Conducted Energy Device (CED) as a less lethal force option.

705.2 POLICY

The Conducted Energy Device, also referred to as a "taser", is intended to control a violent, or potentially violent, individual while minimizing the risk of injury to the subject, via the discharge of a burst of electrical current. The appropriate use of such devices should result in fewer injuries to Airport Authority Security Officers and combative or violent subjects.

705.3 ISSUANCE AND CARRYING OF CED'S

Only Airport Authority Security Officers who have successfully completed department-approved training may be issued and carry the CED. CEDs are issued at the beginning of an officer's duty shift assignment and returned at the completion of that assignment.

The Conducted Energy Device is optional equipment; however, Airport Authority Security Officers shall only use the CED and cartridges that have been issued by the Department. Under no circumstances will Airport Authority Security Officers carry a personally owned CED.

Airport Authority Security Officers carrying the CED shall wear the device in an approved weak-side holster, on their person and opposite from their duty weapon. Airport Authority Security Officers carrying the CED shall be aware of the following special precautions:

- a) All CED's shall be clearly and distinctly marked to differentiate them from the officer's duty weapon.
- b) Whenever practical, while carrying a CED, Airport Authority Security Officers should carry two or more cartridges on their person.
- c) Airport Authority Security Officers shall be responsible for ensuring that their issued CED is properly maintained and in good working order. Members carrying the CED should perform a spark test on the unit prior to every shift.
- d) Airport Authority Security Officers should not hold both a CED and a firearm in their hands at the same time.
- e) Airport Authority Security Officers shall ensure that the CED is returned to the designated storage area, located within the Security Office, at the conclusion of their shift.

705.4 VERBAL WARNING

A verbal warning of the intended use of the CED should precede its application unless it would otherwise endanger the safety of officers; or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the CED is being utilized.

If, after a verbal warning is made, the individual is unwilling to voluntarily comply with an Airport Authority Security Officer's lawful orders, and it appears both reasonable and feasible under the circumstances, the officer may, but is not required to, display the electrical arc (provided that a cartridge has not been loaded into the device), or the laser in a further attempt to gain compliance prior to the application of the CED. The aiming laser should never be intentionally directed into the eyes of another as it may permanently impair his or her vision.

The fact that a verbal, or other warning, was given, or the reasons it was not given, should be documented by the deploying officer in the Use of Force report, as directed in Section 300 of this manual.

705.5 USE OF THE CED

The CED has limitations and restrictions requiring consideration before its use. The CED should only be used when its operator can safely approach the subject within the operational range of the device. Although the CED is generally effective in controlling most individuals, Airport Authority Security Officers should be aware that the device may not achieve the intended results and be prepared to employ other force options.

The CED may be used in any of the following situations, or when the circumstances perceived by the Airport Authority Security Officer at the time, indicate that such application is reasonably necessary to control a person:

- a) The subject is violent or is physically resisting.
- b) The subject has demonstrated, by words or actions, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm Airport Authority Security Officers, or others.
- c) Mere flight from a pursuing Airport Authority Security Officer, without other known circumstances or factors, is not good cause for the use of the CED to apprehend an individual.

705.5.1 SPECIAL DEPLOYMENT CONSIDERATIONS

1. The use of the CED on certain individuals should generally be avoided unless the totality of the circumstances indicates that other available force options reasonably appear ineffective or would present a greater danger to the Airport Authority Security Officer, the subject, or others, and the officer reasonably believes that the need to control the individual outweighs the risk of using the device. This includes:

- a) Individuals known to be pregnant.
- b) Elderly individuals, or obvious juveniles.
- c) Individuals with obviously low body mass.
- d) Individuals who are handcuffed, or otherwise restrained.
- e) Individuals who have recently been sprayed with a flammable chemical agent or who are otherwise near any known combustible vapor or flammable material, including alcohol-based oleoresin capicum (OC) spray.
- f) Individuals whose position or activity may result in collateral injury (i.e.: falls from height, operating a motor vehicle, etc.)

2. Because the application of the CED in the drive-stun mode (i.e.: direct contact without probe cartridge) relies primarily on pain compliance, the use of the drive-stun mode generally should be limited to supplementing the probe-mode to complete the circuit, or as a distraction technique to gain separation between Airport Authority Security Officers and the subject, thereby giving officers time and distance to consider other force options or actions.
3. The CED shall not be used to psychologically torment, elicit statements, or to punish any individual.

705.5.2 TARGETING CONSIDERATIONS

Reasonable efforts should be made to target lower center of mass and avoid the head, neck, chest, and groin areas. If the dynamics of a situation, or the Airport Authority Security Officers safety, do not permit the officer to limit the application of the CED probes to a precise target area, and strikes one or more of the above-described areas, the officer should monitor the condition of the subject until examined by paramedics or other medical personnel.

705.5.3 MULTIPLE APPLICATIONS OF THE CED

Airport Authority Security Officers should apply the CED for only one standard cycle and then evaluate the situation before applying any subsequent cycles. Multiple applications of the CED against a single individual are generally not recommended and should be avoided unless the officer reasonably believes that the need to control the individual outweighs the potentially increased risk posed by multiple applications.

If the first application of the CED appears to be ineffective in gaining control of an individual, the Airport Authority Security Officer should consider certain factors before additional applications of the CED, including:

- a) Whether the probes are making proper contact.
- b) Whether the individual has the ability and has been given a reasonable opportunity to comply.
- c) Whether verbal commands, other force options, or tactics may be more effective.
- d) Airport Authority Security Officers generally should not intentionally apply more than one CED at a time against a single subject.

705.5.4 ACTIONS FOLLOWING CED DEPLOYMENT

Following the deployment of a CED, the officer should collect the identifying confetti tags as well as the expended cartridge, along with probes and wire. These items shall be tagged into evidence for future reference involving critical incidents or criminal proceedings. The cartridge and confetti serial numbers should be noted and documented on the evidence form. The packaging should be marked "biohazard" if the probes penetrated the subject's skin.

705.5.5 DANGEROUS ANIMALS

The CED may be deployed against an animal as part of a plan to deal with a potentially dangerous animal, such as a dog, if the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

705.6 DOCUMENTATION

Use of pepper-gel is considered a moderate / limited force option and shall:

- a) Be documented in an incident report, as directed in Section 300 of this manual.
- b) Be reported to the Security Manager as soon as feasible.

705.7 MEDICAL TREATMENT

Consistent with local medical personnel protocols and absent extenuating circumstances, only appropriate medical personnel should remove CED probes from a person's body. Used CED probes shall be treated as a biohazard, similar to a used hypodermic needle, and handled appropriately. Universal precautions should be taken.

If an Airport Authority Security Officer utilizes a CED during the course of an arrest, the law enforcement agency having jurisdiction shall be contacted as soon as possible. The dispatcher shall be advised that a CED was utilized and request that an officer and medical aid respond. Additionally, any such individual who falls under any of the following categories should, as soon as practical, be examined by paramedics or other qualified medical personnel:

- a) The person is suspected of being under the influence of controlled substances and or alcohol.
- b) The person is displaying signs of excited delirium.
- c) The person may be pregnant.
- d) The person reasonably appears to be in need of medical attention.
- e) The CED probes are lodged in a sensitive area (i.e.: groin, female breast, head, face, neck, etc.)
- f) The person requests medical treatment.

Airport Authority Security Officers shall inform any person providing medical care, or receiving custody, that the individual has been subjected to the application of a CED.

705.8 TRAINING

The California Bureau of Security and Investigative Services (BSIS) does not require a permit, certificate, or registration of CED's. However, prior to carrying the CED Airport Authority Security Officers shall only be permitted to do so after successfully completing a department approved training session, presented by a competent instructor, with proficiency training for personnel occurring every year. A reassessment of an officer's knowledge and or practical skill of the use of the CED may be required at any time, if deemed appropriate, by the Security Manager.


All training and proficiency for CEDs will be documented in the Airport Authority Security Officers training file. Officers who do not carry a CED should receive training that is sufficient to familiarize them with the device and with working alongside officers who do use the device.

The Security Manager is responsible for ensuring that all members who carry CEDs have received initial and annual proficiency training. Application of CEDs during training could result in injury to personnel and should not be mandatory for certification.

The Security Manager shall ensure that all training includes:

- a) A review of this policy.
- b) A review of the use of force policy.

- c) Weak hand draws, or cross draws, to reduce the possibility of unintentionally drawing a firearm.
- d) Target area considerations, to include techniques or options to reduce the unintentional application of probes near the head, neck, chest, and groin areas.
- e) Handcuffing a subject during the application of the CED and transitioning to other force options.
- f) De-escalation techniques.
- g) Restraint techniques that do not impair respiration following the application of the CED.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 28, 2023</p> <p>ITEM NO: 6</p> <p>PRESENTER: Amber Casarez, Marketing Manager</p>
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SUBJECT: CONSIDER AND ADOPT THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) ADVERTISING POLICY

SUMMARY

The SBIAA Advertising Policy would establish guidelines for the sale of advertising space at the SBD International Airport. Successful concession programs include advertising as an essential element in optimizing airport revenues. This necessitates clear guidelines for licensing advertising media through airport information channels.

RECOMMENDED ACTION(S)

Staff recommends the Commission adopt the San Bernardino International Airport Authority (SBIAA) Advertising Policy.

FISCAL IMPACT

None at this time. The proposed San Bernardino International Airport Authority (SBIAA) Advertising Policy would establish policy guidelines that would lead to increased revenues through the sale of advertising space.

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

BACKGROUND INFORMATION

The SBD International Airport first launched passenger service in August, 2022. Since that time, passenger traffic has continued to grow rapidly, and so too has the appeal of airport advertising by the Inland Empire business community. Intended to provide consistent advertising requirements, establishing clear policy guidelines is important. These guidelines will position the Airport on a neutral platform in regard to societal matters that can potentially be considered controversial by the traveling public.

Policy objectives include optimizing airport revenues, in order to further the Airport's goal of being self-sustaining, in accordance with the Federal Aviation Administration (FAA) Grant Assurance requirements.

Staff recommends the Commission adopt the above recommended action.

Attachments:

1. San Bernardino International Airport Authority (SBIAA) Advertising Policy.



San Bernardino International Airport Authority
Airport Advertising Policy

I. Objective

This document sets forth policy guidelines for the sale of advertising space at San Bernardino International Airport ("SBD" or "Airport") as approved by the San Bernardino International Airport Authority (SBIAA). Policy objectives include optimizing Airport revenues, while assisting travelers and other Airport users with useful information media regarding goods, services, food, entertainment, events, programs, transactions, products, or property available in the Inland Empire region.

Advertising is an essential component of a successful airport concession program and must be consistent with the Airport's design aesthetic without creating operational inefficiencies, nuisance, or safety issues. Airport advertising, signage, displays, and informational media systems must be consistent with these policy objectives to preserve visual continuity without undue clutter or message overload. Advertisement proposals must meet SBIAA's stated policy objectives.

It is not the intent of SBIAA to create a public forum through the acceptance of advertising. The following advertising limitations and restrictions will further SBIAA's policy objectives by:

- A. maintaining a position of neutrality and avoiding the appearance of favoritism on religious, political, social, economic, and other controversial issues at the Airport;
- B. optimizing revenues from selling advertising space through Airport information channels, and precluding controversial messages identified in Section V herein to avoid dissuading approved commercial entities from using the same Airport information channels;
- C. being as self-sustaining as possible, in accordance with FAA Grant Assurances; and
- D. maintaining a safe, welcoming, and comfortable environment for the captive audience of passengers utilizing the Airport, and those working at the Airport.

II. Guidelines for Airport Advertising

- A. Advertising carries with it a responsibility to protect SBIAA from litigation and to recognize the potential association of advertising messages and imagery with the Airport, while simultaneously respecting First Amendment principles of the United States. SBIAA addresses these issues through the responsible and consistent application of written policy criteria for acceptable advertising media. It is not the intent of SBIAA to create a public forum through the acceptance of advertising.
- B. The Airport has a compelling interest to ensure its information channels (including, but not limited to: signage, digital displays, advertising space, banners, murals, streaming messages, website banners, website links, social media, etc.) remain available for public information benefitting the Airport and its role in supporting air transportation and related services. Any use of the Airport's unique information channels for purposes unrelated to, or in conflict with, this stated role would effectively "pre-empt" the availability of such information to the public. Consequently, the Airport's information channels shall remain nonpublic forums and SBIAA shall maintain its right to limit access to these channels.
- C. SBIAA has a compelling interest to ensure public perception of the Airport's credibility is not negatively impacted by advertising media. Advertising media displayed via Airport channels could affect the credibility of the Airport and SBIAA. Consequently, where applicable, disclaimers should be placed on Airport information channels stating that neither SBIAA nor the Airport endorses or makes any representations or warranties about the advertised products or services.
- D. Quantity, quality, and placement of all advertising media will be controlled by, and subject to, specific SBIAA approval.
- E. SBIAA reserves the right in its sole and absolute discretion to reject any advertisement, commercial or noncommercial, which is not consistent with SBIAA policies.
- F. Installation and removal of advertising media, and all costs associated therewith, is the sole responsibility of the advertiser.
- G. Upon written notice to advertiser, SBIAA reserves the right to immediately remove any advertisement or other display deemed non-compliant with this policy, or otherwise profane or objectionable. No refund shall be made to advertiser for the time such objectionable material was on display.
- H. Any advertiser whose advertising media is rejected may appeal the decision to the SBIAA Chief Executive Officer (CEO).

III. Terminal Buildings

- A. SBIAA reserves the right to contract with outside vendors to license advertising space. Vendors for such contracts will be solicited through SBIAA's competitive procurement process. Vendors shall be required to utilize all applicable competitive procurement policies and procedures and to comply with this Policy.
- B. Locations of revenue-generating advertising media may include, but are not limited to:
 - 1. Banner advertisements on the Airport website;
 - i. Advertising "links" to other websites on the Airport website, are subject to advanced approval by the CEO;
 - 2. Display advertisements inside the Airport terminal;
 - 3. Video monitors within the interior of the Airport terminal; and
 - 4. Advertising on parking kiosks.
- C. Advertising in spaces exclusively or preferentially leased by tenants shall be restricted to only goods and services offered by any such tenant thereof.
- D. All advertisements proposed on Airport property, no matter where or how placed, are subject to the written consent and approval of the CEO prior to installation. Advertiser will be responsible for removing advertisement display at end of permitted term and restoring Airport property to the same condition that preceded advertiser's display installation.

IV. Permitted Advertising

- A. **Commercial Advertising:** Advertising promoting or soliciting the sale, rental, distribution, or availability of goods, services, food, entertainment, events, programs, transactions, products, or property (real or personal) for commercial purposes, advertising that markets a name, symbol or design that identifies and differentiates a product from other products for commercial purposes, or advertising that more generally promotes an entity that engages in such activities.
- B. **Governmental Advertising:** Public service advertising sponsored by governmental entities (ie: public entities specifically created by government action) that advance specific government purposes, including but not limited to, advancing tourism in the Southern California region, and/or utilizing the Airport.
- C. **Community Promotion Organizations:** In the event Airport does not have an advertising agreement in place for the use of a desired advertising space, then Airport may make the space available to community promotion organizations if the content otherwise meets the requirements of this policy. A community promotion organization means an organization which markets business or tourism in the Southern California region and would benefit from the exposure provided on Airport premises, including, but not limited to, local chambers of commerce, economic development councils, convention and visitor organizations, local public museums, parks, science centers, and the Airport.

V. Prohibitions

SBIAA has a compelling interest in setting boundaries for access to Airport information channels to meet the goals set forth herein. Certain types of content will not further these goals and are therefore prohibited. Content prohibitions on advertising media is in the sole and absolute discretion of SBIAA and include, but are not limited to the following:

- A. Notwithstanding the foregoing, no advertising of any nature is allowed along SBIAA owned roadways, walkways, pathways, landscaped areas, or on other grounds of the Airport unless expressly authorized in writing by the CEO. Advertising on the exterior of any building or permanent structure at the Airport is subject to prior written approval of the CEO and will be evaluated on a case-by-case basis.
- B. Advertising media containing any direct or indirect reference to religion, or to the existence, nonexistence, or other characteristics of any deity or deities. This prohibition covers the depiction of text, symbols, or images commonly associated with any religion or with any deity or deities.
- C. Advertising media promoting or opposing a political party or the election or opposition of any candidate or group of candidates for federal, state, judicial, or local government offices, and advertising media that contains political messages, including advertising involving political or judicial figures.
- D. Advertising media addressing controversial issues relating to the financial status of businesses, individuals, groups, or organizations, including but not limited to, the issues of wages, taxes, trade, labor conditions, financial systems, entitlements, health insurance coverage, and subsidies.
- E. Advertising media expressing or advocating an opinion, position, or viewpoint on political, religious, social, historical, or economic issues.
- F. Advertising media that is libelous or infringes on any copyright, trademark, or service mark.
- G. Advertising media promoting, soliciting, or marketing the sale or use of cigarettes, tobacco, or electronic cigarettes, or depicts such products, goods, or services.
- H. Advertising media promoting, soliciting, or marketing the growing, distribution, sale, or use of medical marijuana, hemp or cannabidiol (CBD), or depicts such products, goods, or services.
- I. Advertising media promoting, soliciting, or marketing the sale, rental, distribution, or availability of weapons, firearms, ammunition, or fireworks, or depicts such products, goods, or services.
- J. Advertising media that contains matters (language, pictures, photographs, drawings) which are obscene, vulgar, profane, scatological, or harmful to minors, as defined in California Penal Code Sections 311 and 313.

- K. Advertising media that depicts nudity or portions of nudity that would be considered offensive, distasteful, pornographic, or erotic, is obscene, prurient, or advertises adult entertainment.
- L. Advertising media promoting or encouraging the sale, use or possession of any activities, goods, or services that are illegal under federal, state, or local laws, or that are directed to incite or produce imminent lawless actions.
- M. Advertising media that may be interpreted as condoning any type of illegal discrimination.
- N. Advertising media depicting graphic violence or images of violence or gore (including body parts, dead, mutilated bodies, or fetuses of humans or animals), or that promotes hatred, bigotry, disparagement, intolerance, or violence towards individuals, groups, businesses, organizations, government entities, or which is offensive to the moral standards of the community.
- O. Advertising media containing speech or images that are objectionable under contemporary community standards or reasonably foreseeable actions that could result in harm to, disruption of, or interference with the Airport.
- P. Advertising media that is false, fraudulent, defamatory, deceptive, or misleading in any way within the meaning of federal or state law.
- Q. Advertising media that suggests or otherwise promotes or encourages conduct on Airport facilities that would violate Airport rules and regulations.
- R. Advertising media on the exterior of aircraft ground service equipment.
- S. Advertising media containing flashing messages, or illuminated by strobe or laser lighting, whether inside or outside any building or structure.

VI. Advertising Agreement and Media Submission

- A. Advertising media displayed through Airport information channels shall be granted exclusively through a written agreement with the Airport and approved by its CEO.
- B. For compliance review, all advertising media at the Airport shall be approved by its CEO prior to display. If the CEO determines that a proposed advertisement does not comply with these guidelines, or is unable to make a compliance determination, advertiser will be notified to discuss potential revisions which, if adopted, would bring the advertisement into conformity with these guidelines.
- C. SBIAA, at its sole and absolute discretion, will determine appropriateness of proposed advertising media in conformity with this policy, and its decision shall be final.

VII. Temporary Advertising Signs

- A. Temporary signs that may be considered advertising in nature may be used by SBIAA's tenant contractors during construction periods to identify projects, work sites, contractors and work in process as specified in SBIAA-approved contract documents.
- B. Other temporary signs that may be considered advertising in nature may be allowed subject to prior SBIAA review and express written approval.

VIII. In Kind Trades

- A. Cross-Promotional Information. On an occasional basis, and only when space is available, SBIAA may use airport display advertising resources to participate in cross-promotional opportunities that offer a direct opportunity to promote the use of the Airport or local scheduled commercial air service. Any materials distributed for this purpose must prominently include promotion of the Airport or its incumbent airlines. SBIAA will not donate a permit for advertising space to any entity for purposes that are not directly related to the Airport's role. The outside organization involved must either bear the cost of producing such materials, or if approved by the CEO, provide an equivalent or greater value in cross-promotional benefits (i.e., advertising space, editorial space, etc.). Any cross-promotional arrangement must be approved by the CEO, or designee, based upon the criteria in this policy statement.

IX. Reservation of Rights

Airport reserves the right, subject to any contractual obligations, to alter these guidelines, including the right to set additional limitations and/or restrictions on advertising that may be displayed at the Airport, or to ban the display of advertising media in those facilities altogether. The display of advertising at the Airport shall not be interpreted to imply that SBIAA or the Airport endorses any brand, product, or service advertised.



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 7

PRESENTER: Jeff Barrow, Director of Development

SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION FOR THE CONSTRUCTION CONTRACT WITH AEC MORENO CORPORATION FOR THE 1ST FLOOR CONCESSION STAND IMPROVEMENT PROJECT

SUMMARY

The 1st Floor Concession Stand Improvement Project is now complete.

RECOMMENDED ACTION(S)

Approve the filing of a Notice of Completion with AEC Moreno Corporation for the 1st Floor Concession Stand Improvement Project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

On March 8, 2022, the San Bernardino International Airport Authority (SBIAA), in partnership with Breeze Airways, announced the commencement of air passenger service from SBD to SFO which started August 4, 2022. To complete the work necessary to support this service, the Airport needs to contract for the provision of airport food and beverage concessions to support the flying public. After completion, some updates were required to the 1st floor concession stand buildout in order to meet end user needs while meeting the current County Health Department codes.

- Original Project Cost: \$49,500.00
- Proposed Change Order No. 1: \$18,550.00
- Final Project Cost: \$ 68,050.00

Staff recommends the SBIAA Commission approve the above action.

Attachments:

1. Photos.





TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 8

PRESENTER: Jeff Barrow, Director of Development

SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION FOR THE CONSTRUCTION CONTRACT WITH AEC MORENO CORPORATION FOR THE 2ND FLOOR CONCESSION STAND IMPROVEMENT PROJECT

SUMMARY

The 2nd Floor Concession Stand Improvement Project is now complete.

RECOMMENDED ACTION(S)

Approve the filing of a Notice of Completion with AEC Moreno Corporation for the 2nd Floor Concession Stand Improvement Project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this project was included in the San Bernardino International Airport Authority Fiscal Year 2022-2023 Budget in the Capital Project Fund, Account 52585 - Terminal Improvements in the amount of \$832,000 of which \$83,7999.98 was used to fund this project.

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

BACKGROUND INFORMATION

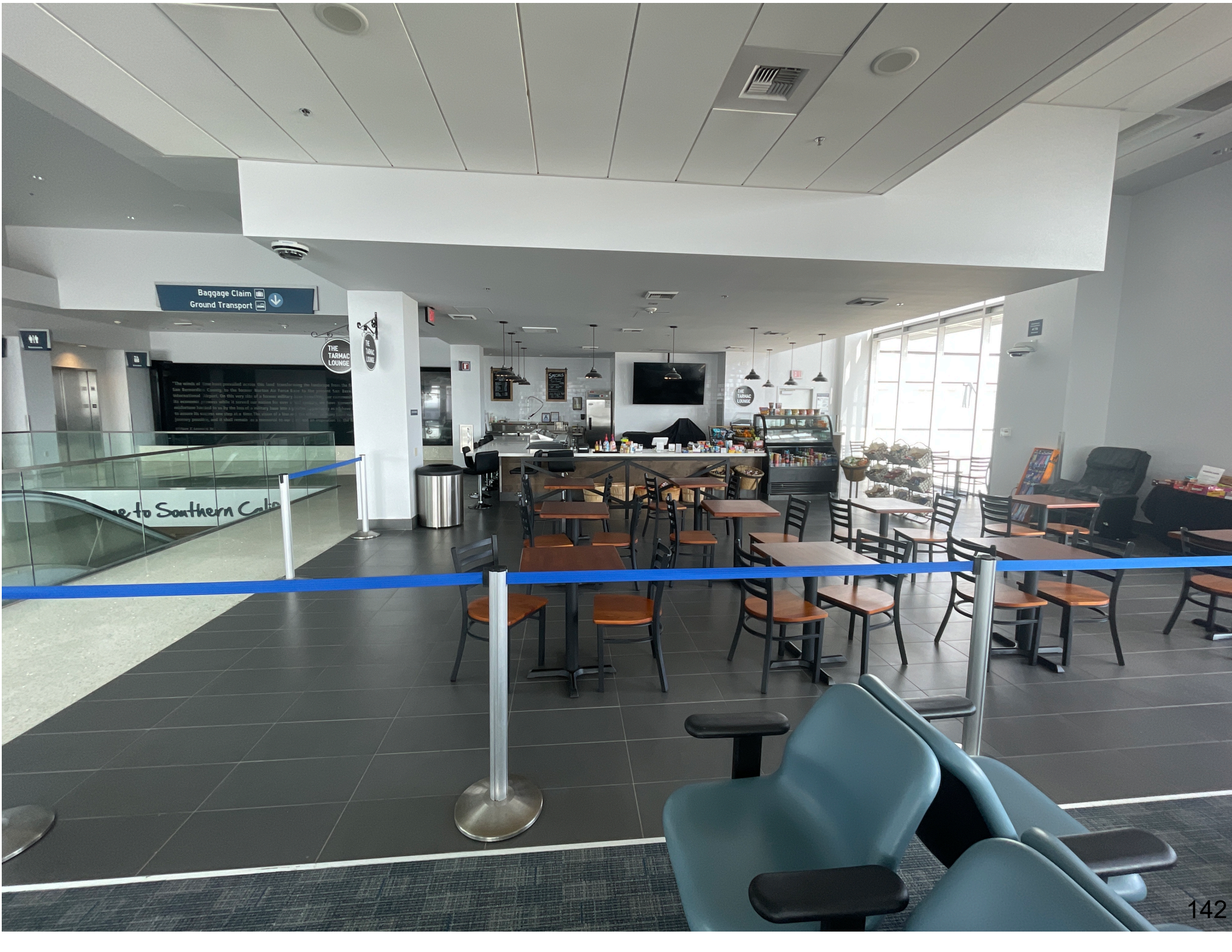
On March 8, 2022, the San Bernardino International Airport Authority (SBIAA), in partnership with Breeze Airways, announced the commencement of air passenger service from SBD to SFO which started August 4, 2022. To complete the work necessary to support this service, the Airport contracted for provisions of airport food and beverage concessions to support the flying public. After completion, some updates were required to the 2nd floor concession stand buildout in order to meet end user needs while meeting the current County Health Department codes.

- Original Project Cost: \$49,999.98
- Proposed Change Order No. 1: \$33,800.00
- Final Project Cost: \$ 83,799.98

Staff recommends the SBIAA Commission approve the above action.

Attachments:

1. Photo.





TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 9

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: APPROVE AMENDMENT NO. 1 FOR COFFMAN ENGINEERS IN THE AMOUNT OF \$4,000 FOR THE HYDROGEN GRANT APPLICATION PROGRAM

SUMMARY

Amendment No. 1 to the agreement with Coffman Engineers is necessary due to additional work in preparing the grant application for the Hydrogen Grant Application program. The current agreement with Coffman Engineers is for an amount not to exceed \$48,500. The increase of \$4,000 would bring the contract to an amount not to exceed \$52,500.

RECOMMENDED ACTION(S)

Approve Amendment No. 1 to the agreement with Coffman Engineers in the amount of \$4,000 for a total contract amount not to exceed \$52,500; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for Amendment No. 1 to the Coffman Engineers contract is included in the adjusted San Bernardino International Airport Authority Fiscal Year 2022-2023 Budget, Account 52604, in the amount of \$150,000, of which \$4,000 is available to fund Amendment No. 1.

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

BACKGROUND INFORMATION

In January, 2023, the San Bernardino International Airport Authority (SBIAA) entered into an agreement with Coffman Engineers to perform consulting services relating to the Department of Energy Grant Application. Amendment No. 1 will increase the agreement by \$4,000 for an amount not to exceed \$52,500.

Staff is requesting approval to increase the agreement with Coffman Engineers in an amount not to exceed \$52,500, consistent with the San Bernardino International Airport Authority (SBIAA) purchasing policies and procedures.

Staff recommends the Commission approve the above recommended action.

Attachments:

1. Amendment No. 1.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
Coffman Engineers, Inc.**

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the 28th day of June 2023, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and COFFMAN ENGINEERS, INC., (the "Consultant").

I. RECITALS

A. The SBIAA and Consultant entered into that certain Agreement for Professional Services for Professional Consulting Services, as of January 26, 2023 in an amount not to exceed \$48,500. ("Agreement");

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1.

II. AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SBIAA and Consultant agree as follows:

1. The total amount not to exceed for the contract extension with Consultant is increased by \$4,000; for a total revised contract amount as provided in Section 4A of \$52,500 for Fiscal Year 2022/2023.

III. MISCELLANEOUS PROVISIONS

1. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Agreement.

2. Except as amended hereby, all of the terms and provisions of the Agreement are hereby reaffirmed and remain in full force and effect. The terms and provisions of this Amendment No. 1 shall control over any inconsistent or conflicting provisions of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by the authorized signatures of the officers of each of them as of the date first referenced above.

SBIAA

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Executive Director

ATTEST:

Jennifer Farris,
Assistant Secretary of the Commission

Consultant

Coffman Engineers, Inc.

By: _____
Justin Freeman, Vice President Hydrogen and CCUS



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 10

PRESENTER: Jeff Barrow, Director of Development

SUBJECT: APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC IN AN AMOUNT NOT TO EXCEED \$6,000.00 FOR PROFESSIONAL ENGINEERING SERVICES

SUMMARY

This proposed amendment would amend the existing professional services agreement with AECOM Technical Services, Inc. (AECOM) to include an additional \$6,000.00 through the remaining FY 2022-23, for professional engineering services required for ongoing ramp pavement design.

RECOMMENDED ACTION(S)

Approve Amendment No. 1 to the professional services agreement with AECOM Technical Services, Inc., in an amount not to exceed \$6,000.00 for professional engineering services; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for Amendment No. 1 to AECOM's professional service agreement is included in the San Bernardino International Airport Authority's Fiscal Year 2022-2023 budget in the Capital Projects Fund Account 51705 - Ramp Pavement Design in the amount of \$50,000.00.

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

BACKGROUND INFORMATION

The San Bernardino International Airport Authority (SBIAA) Commission approved a Professional Services Agreement with AECOM at the June 22, 2022 meeting in the amount of \$40,000. Additional services are necessary for review of airport ramp pavement design.

While the project is now complete, approval of this Amendment No. 1 will allow the airport to close out the design contract work which is subject to reimbursement under the Federal Aviation Administration (FAA) grant.

Staff recommends the Commission approve the above actions.

Attachments:

1. Amendment No. 1.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
[AECOM Technical Services, Inc.]**

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the ____ day of June, 2023, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and AECOM Technical Services, Inc. (the "Consultant").

I. RECITALS

A. The SBIAA and Consultant entered into that certain Agreement for Professional Services dated July 1, 2022 to consult on green energy programs for SBIAA for fiscal year 2022-2023 ("Agreement");

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1 effective _____.

II. AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SBIAA and Consultant agree as follows:

- III. The total amount not to exceed for the contract AECOM Technical Services, Inc. is increased by \$6,000; for a total revised contract amount as provided in Section 4A of \$46,000 for Fiscal Year 2022/23.

III. MISCELLANEOUS PROVISIONS

1. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Agreement.

2. Except as amended hereby, all of the terms and provisions of the Agreement are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the Agreement the terms and provisions of this Amendment No. 1, the terms and provisions of this Amendment No. 1 shall control.

///

[SIGNATURES ON FOLLOWING PAGE]

///

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by the authorized signatures of the officers of each of them as of the date first referenced above.

SBIAA

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer


ATTEST:

Jennifer Farris, Assistant Secretary of the Commission

CONSULTANT

AECOM Technical Services, Inc.

By: _____
Matt Ulukaya, Vice President

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 28, 2023</p> <p>ITEM NO: 11</p> <p>PRESENTER: Jennifer Farris, Assistant Secretary of the Commission</p>
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SUBJECT: APPROVE MEETING MINUTES: MAY 24, 2023

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, May 24, 2023.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held May 24, 2023.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

None.

Attachments:

1. May 24, 2023 meeting minutes.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, MAY 24, 2023

3:00 P.M. (Closed Session, immediately followed by Open Session)

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, arrived at 3:08 PM)

City of Loma Linda

Councilmember Rhodes Rigsby	Absent
Mayor Phillip Dupper (alt)	Absent

County of San Bernardino

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

City of San Bernardino

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

City of Highland

Mayor Pro Tem Penny Lilburn	Present
Mayor Larry McCallon (alt)	Absent

Staff Members and Others Present

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

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 3:02 p.m. on Wednesday, May 24, 2023.

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

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Secretary Penny Lilburn 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 3:04 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, read the closed session items as posted on the Agenda.

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

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

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

D. **REPORT ON CLOSED SESSION**

President Frank Navarro reconvened the meeting at 3:14 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**

A request was made to add Item No. 18 - "Consider and discuss a report on a potential change of the regularly scheduled Commission meeting time" to the agenda. The item failed.

There were no items to be added or deleted.

F. **CONFLICT OF INTEREST DISCLOSURE**

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

There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

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

2. Informational Items
 - a. Chief Executive Officer's Report
 - b. Report on International Trade Initiatives
 - c. Report on annual Technical Advisory Committee meeting
 - d. Report on Airport marketing efforts
- 2b. Mr. Michael Burrows, Chief Executive Officer, provided a brief report on Agenda Item No. 2b.
- 2c. Mr. Burrows provided a brief report on the annual Technical Advisory Committee meeting.
- 2d. Mr. Mark Gibbs, Director of Aviation, introduced Ms. Katie Franco, Owner, Aviatrix Communications, LLC. Ms. Franco referenced a PowerPoint presentation entitled "SBD International Airport Digital Media Report: Executive Summary", located on the Agency's website at, <https://www.sbiaa.org/sbiaa-agenda/>, and provided a brief report on Agenda Item No. 2d.

Mayor Helen Tran extended her gratitude to Staff and Aviatrix Communications, LLC for their hard work advertising for the Airport.

H. **COMMISSION CONSENT ITEMS**

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

3. Register of Demands – May 24, 2023
4. Receive and file Treasurer's Report for March 31, 2023, for the San Bernardino International Airport Authority (SBIAA)
5. Approve the filing of a Notice of Completion for the construction contract with Jergensen Construction, Inc. and authorize the release of retained funds
6. Approve Amendment No. 3 to the agreement with Allison Mechanical, Inc. for additional Heating, Ventilation, and Air Conditioning (HVAC) repairs in the amount of \$5,000 for a total contract amount not to exceed \$56,000

7. Approve the purchase of two (2) 48V Electric Drive Cushman Haulers from Prestige Golf Carts in an amount not to exceed \$36,101.52
8. Authorize staff to advertise construction plans and specifications for the AOA Vehicle Access Road Project at the SBD International Airport
9. Approve Meeting Minutes: April 26, 2023

ACTION: Approve Agenda Item Nos. 3-8

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

ACTION: Approve Agenda Item No. 9

RESULT: **ADOPTED**
MOTION/SECOND: Shorett / Lilburn
AYES: Lilburn, Navarro, Shorett, and Tran.
NAYS: None.
ABSTENTIONS: Baca.
ABSENT: None.

I. <u>COMMISSION ACTION ITEMS</u>
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Let the record reflect that all votes were done by roll call with each Commissioner's name and vote stated by voice.

10. Receive and file the annual independent financial audit report of the San Bernardino International Airport Authority (SBIAA) for the Fiscal Year ending June 30, 2022

Mr. Mark Cousineau, Director of Finance, introduced Mr. David Showalter, Partner, of Eide Bailly, LLP. Mr. Showalter explained that the audit report resulted in an unmodified opinion, meaning the agency's financial statements are in conformity with accounting principles generally accepted in the United States.

Secretary Penny Lilburn expressed her gratitude of being a part of the SBIAA Finance and Budget Committee.

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

ACTION: Receive and file the Annual Independent Audit Report of the San Bernardino International Airport Authority (SBIAA) for the Fiscal Year ending June 30, 2022; and approve the submission of these reports to the appropriate agencies.

11. Consider and adopt proposed budget adjustments for Fiscal Year 2022-2023

Mr. Mark Cousineau, Director of Finance, referenced the "Proposed Budget Adjustments Table" found on page 111 of the Agenda Packet and provided a brief report.

ACTION: Consider and adopt budget adjustment reflected in the "Proposed Budget Adjustments Table" for Fiscal Year 2022-2023.

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

12. Approve Amendment No.1 to the service agreement with Sysco Riverside, Inc. in an amount not to exceed \$25,000 for a total contract amount not to exceed \$95,000

Ms. Wendy McConaughy, FBO Manager, provided a brief report on Agenda Item No. 12.

ACTION: Approve Amendment No. 1 to the Service Agreement with Sysco Riverside, Inc. to provide food, supply, beverage and delivery services for Luxivair SBD in an amount not to exceed \$25,000; and authorize the Chief Executive Officer to execute all related documents.

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

13. Approve Amendment No. 4 to the Professional Services Agreement with LSA Associates, Inc. in an amount not to exceed \$30,000, for a total not to exceed contract amount of \$230,000 for Airport Wildlife Biologist Services

Mr. Jonathan Galvan, Airport Manager, provided a brief report on Agenda Item No. 13.

ACTION: Approve Amendment No. 4 with LSA Associates, Inc. in the amount of \$30,000 for a total not to exceed contract amount of \$230,000 for airport wildlife biologist services; restate previous San Bernardino International Airport Authority (SBIAA) Commission action taken February 22, 2023 as approval of LSA contract "Amendment No. 3"; and authorize the Chief Executive Officer to execute all related documents.

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

14. Approve a professional services agreement with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) and Wildlife Services (WS) for Wildlife Biologist Services during Fiscal Year 2023-24 in an amount not to exceed \$77,712.21

Mr. Jonathan Galvan, Airport Manager, provided a brief report on Agenda Item No. 14.

ACTION: Approve a Professional Services Agreement with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) and Wildlife Services (WS) for a total not to exceed contract amount of \$77,712.21; and authorize the Chief Executive Officer to execute all related documents; subject to technical and conforming changes as approved by legal counsel.

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

15. Approve Change Order No. 1 with Brightview Landscape Services, Inc. in an amount not to exceed \$2,122.97 for the Luxivair SBD Landscaping Project; approve the filing of a Notice of Completion and authorize the release of retained funds

ACTION: Approve Change Order No. 1 with Brightview Landscape Services, Inc. in an amount not to exceed \$2,122.97 for the Luxivair SBD Landscaping Project; approve the filing of a Notice of Completion and authorize the release of retained funds for this contract; and authorize the Chief Executive Officer to execute all related documents.

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

16. Award a construction contract to Bodell Construction Company in an amount not to exceed \$485,300.00 for the Fuel Farm Internal Floating Roof Project

Mr. Jeff Barrow, Director of Development, provided a brief report on Agenda Item No. 16.

ACTION: Award a construction contract to Bodell Construction Company in an amount not to exceed \$485,300.00 for the Fuel Farm Internal Floating Roof Project; and authorize the Chief Executive Officer to execute all related documents; subject to technical and conforming changes as approved by legal counsel.

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

17. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through June 30, 2023

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "June 30, 2023 – Airport Focal Areas" (as contained on pages 169-171 in the Agenda Packet) and provided a brief report on Agenda Item No. 17.

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, 2023.

J. **ADDED AND DEFERRED ITEMS**

Refer to Section E. above.

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no open session public comments.

L. **COMMISSION MEMBER COMMENT**


There were no Commission Member comments.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 4:00 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, June 28, 2023.

Jennifer Farris
Assistant Secretary of the Commission

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: June 28, 2023</p> <p>ITEM NO: 12</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: CONSIDER AND DISCUSS A REPORT ON ANNUAL BUSINESS PLAN PROGRESS

SUMMARY

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

RECOMMENDED ACTION(S)

Consider and discuss a Report on Annual Business Plan progress.

FISCAL IMPACT

None. For consideration and discussion.

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

BACKGROUND INFORMATION

An oral report on the San Bernardino International Airport Authority (SBIAA) Story Map will be provided at the time of the meeting.

Attachments:

1. None.



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 13

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: CONSIDER AND ADOPT THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) BUDGET AND RELATED AIRPORT FEE SCHEDULE, AND LUXIVAIR SBD PRICING POLICY FOR FISCAL YEAR 2023-2024

SUMMARY

This proposed budget for Fiscal Year 2023-2024 is being presented to the San Bernardino International Airport Authority (SBIAA) Commission for review and approval. An oral presentation describing the proposed Fiscal Year 2023-2024 Budget and the Fiscal Year 2022-2023 Budget to actual through May 31, 2023 will be presented at the time of the meeting.

RECOMMENDED ACTION(S)

Approve the San Bernardino International Airport Authority (SBIAA) Budget for Fiscal Year 2023-2024 consisting of: (a) Fiscal Year 2022-2023 Budget to Actual with Fiscal Year 2023-2024 Proposed Budget; (b) Fiscal Year 2023-2024 SBIAA Proposed Budget; (c) Airport Fee Schedule; (d) Luxivair SBD Pricing Policy; and (e) Notice of Violation Program.

FISCAL IMPACT

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

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

BACKGROUND INFORMATION

This proposed budget for Fiscal Year 2023-2024 is being presented to the San Bernardino International Airport Authority (SBIAA) Commission for approval. SBIAA is an enterprise activity that presents a single fund in accordance with generally accepted accounting principles for financial reporting purposes. The budget format contains the following funds: General Fund, Property Management Fund, Capital Project Fund, Debt Service Fund, and the FBO (Luxivair SBD) Enterprise Fund.

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

Staff recommends that the Commission approve the aforementioned action.

Attachments:

1. Budget Charts
2. SBIAA Fiscal Year 2022-2023 Budget to Actual with Fiscal Year 2023-2024 Proposed Budget
3. SBIAA 2023-2024 Proposed Budget
4. Airport Fee Schedule
5. Luxivair SBD Pricing Policy
6. NOV Operating Directive



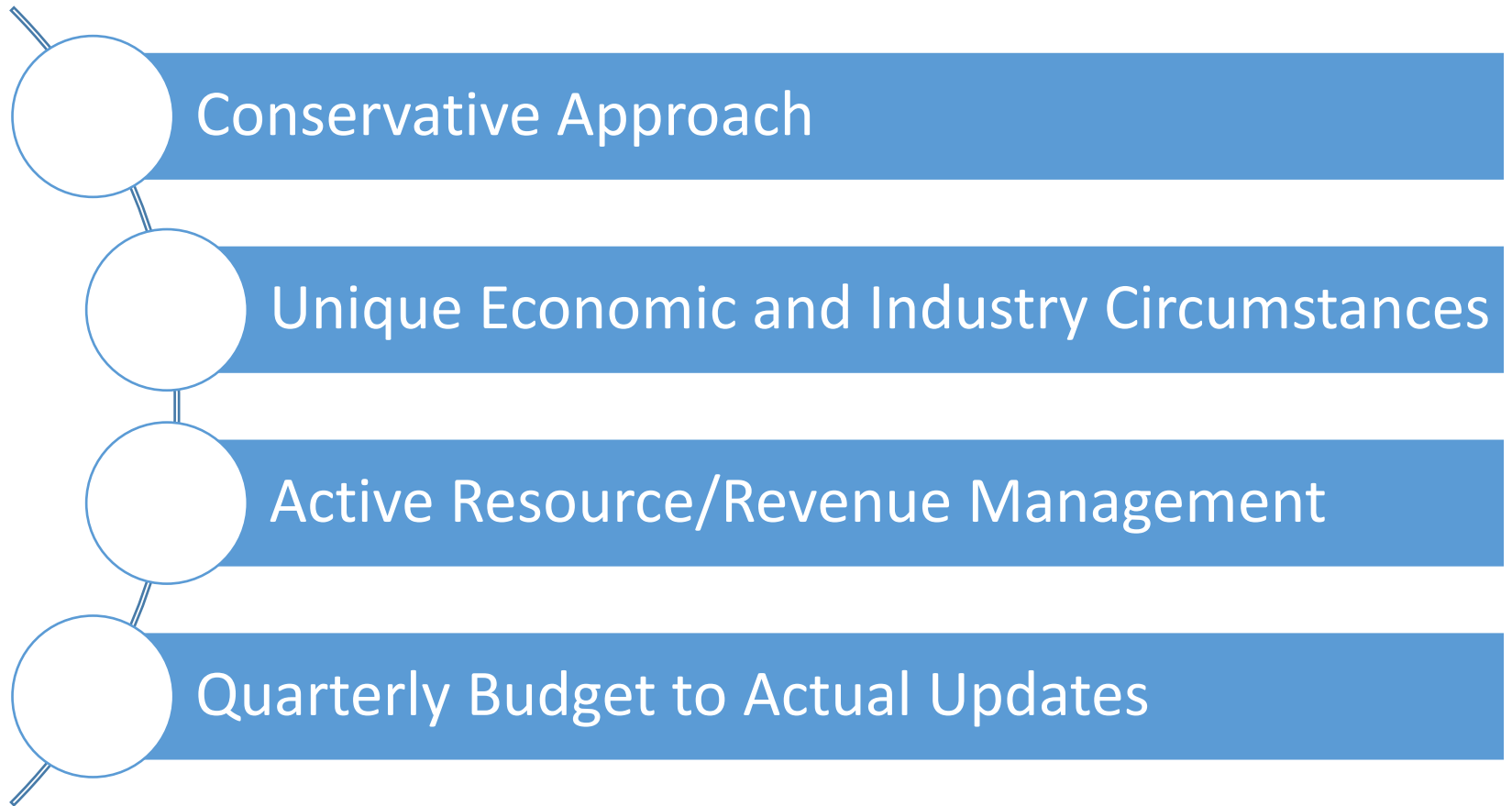
Proposed FY 2023/24 Annual Budget Overview

June 28, 2023

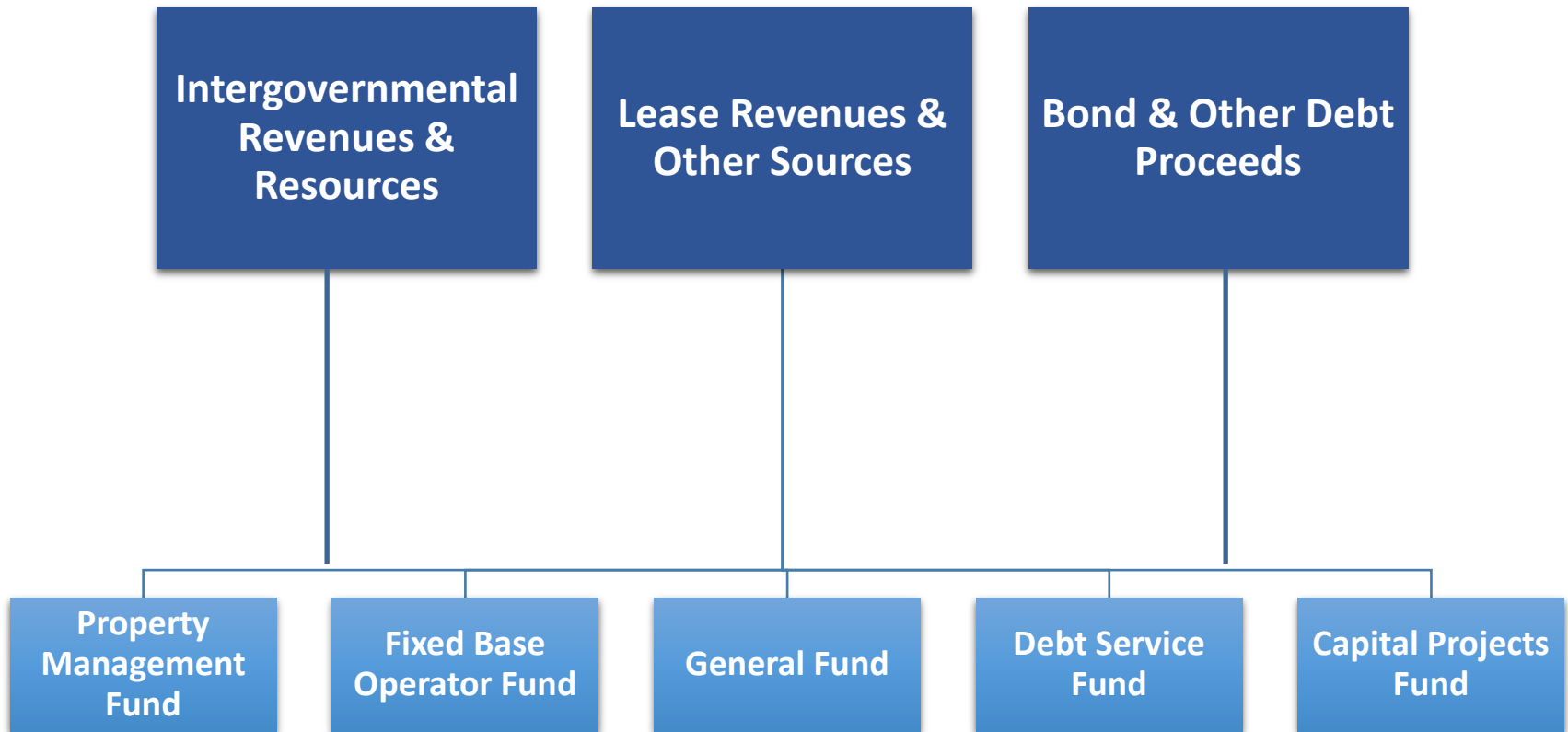
San Bernardino International Airport Authority

FY 2023/24 Annual Budget Structure

Overview



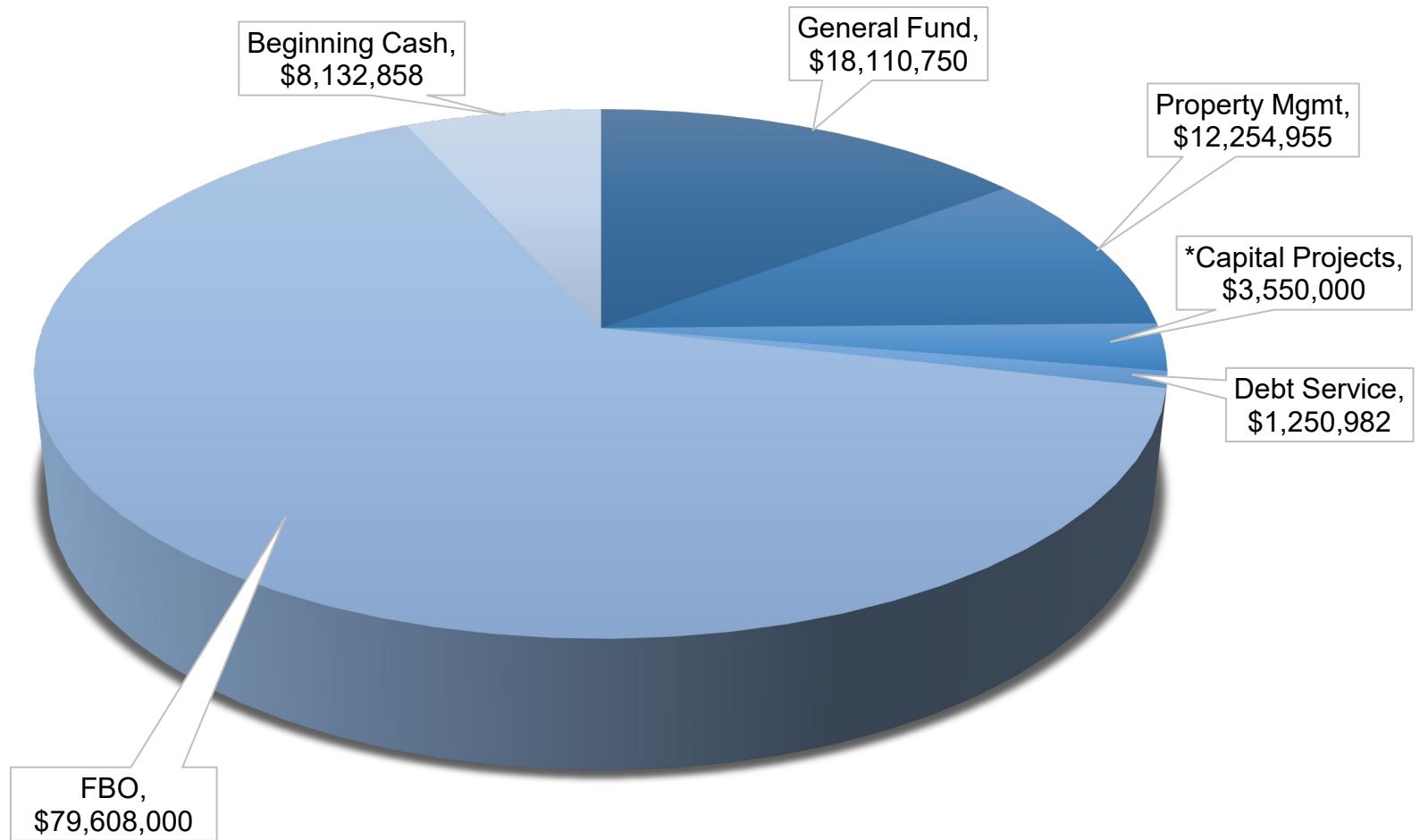
San Bernardino International Airport Authority
FY 2023/24 Annual Budget Structure
BUDGET STRUCTURE



San Bernardino International Airport Authority

FY 2023/24 Annual Budget Structure

Sources



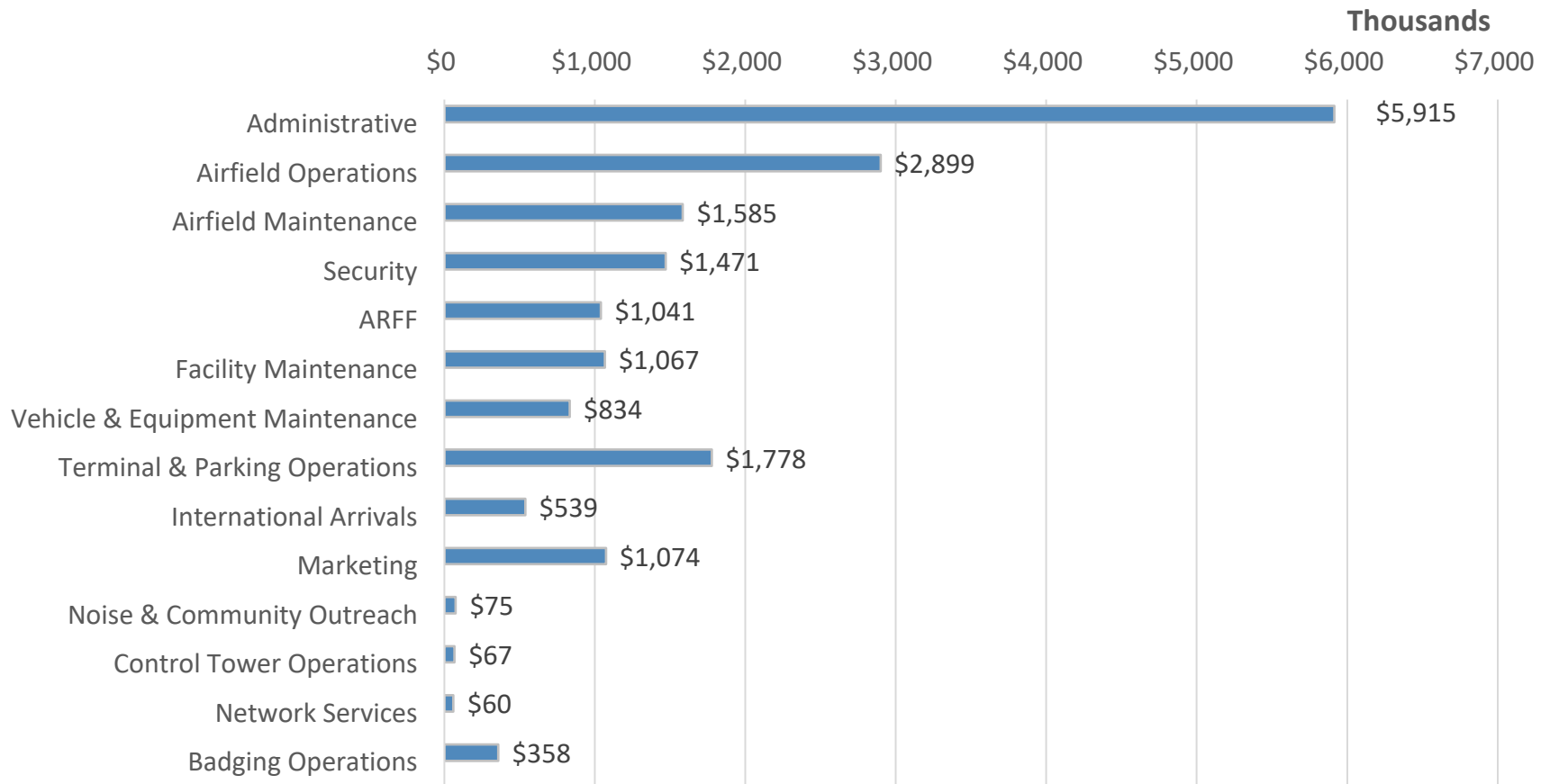
Total Sources - \$122,907,545

*includes grant funds

San Bernardino International Airport Authority

FY 2023/24 Annual Budget Structure

General Fund - Uses by Activity



Total General Fund Uses - \$18,763,176

San Bernardino International Airport Authority

FY 2023/24 Annual Budget Structure

Conclusion



San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
General Fund - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
Ordinary Income/Expense					
Income					
40100 · Fuel Flow Fees	\$ 2,009,582	\$ 2,500,000	\$ (490,418)	80.38%	\$ 2,640,000
40200 · Landing Fees	1,092,405	1,600,000	(507,595)	68.28%	1,600,000
40300 · Tie Down/Aircraft Parking Fees	748,428	1,200,000	(451,572)	62.37%	300,000
40310 · Parking Lot Revenue	174,572	170,000	4,572	102.69%	250,000
40320 · Advertising Revenue	-	80,000	(80,000)	0.00%	80,000
40321 · Car Rental Fees	35,244	25,000	10,244	140.98%	60,000
40322 · Ground Transportation Revenue	6,276	25,000	(18,724)	25.10%	18,000
40400 · Network Services	107,713	100,000	7,713	107.71%	130,000
41100 · Equipment Rental Income	60	20,000	(19,940)	0.30%	-
41150 · Filming Revenues	29,275	100,000	(70,725)	29.28%	60,000
41160 · Special Event Revenue	87,500	86,500	1,000	101.16%	90,000
41165 · Security Services	138,080	70,000	68,080	197.26%	145,000
41170 · Permit Fees	286,135	200,000	86,135	143.07%	330,000
41180 · Badging Revenue	69,670	72,000	(2,330)	96.76%	30,000
41185 · NOV Revenue	-	5,000	(5,000)	0.00%	3,000
41400 · Transfer from Property Mgmt Fund	5,900,000	5,900,000	-	100.00%	8,000,000
41450 · Transfers from Capital Project Fund	-	-	-	0.00%	2,700,000
41460 · Transfer In from FBO	1,100,000	1,100,000	-	100.00%	1,500,000
41490 · Transfers from IVDA	-	200,000	(200,000)	0.00%	-
41600 · Interest	31,747	1,000	30,747	3174.71%	50,000
41900 · Grant Revenue - FAA	-	120,700	(120,700)	0.00%	-
41931 · Insurance Claims Recovery	98,761	-	98,761	100.00%	-
42590 · Other Services - Operations	66,273	81,750	(15,477)	81.07%	81,750
42600 · Income - Other	28,869	20,000	8,869	144.35%	43,000
Total Income	12,010,591	13,676,950	(1,666,359)	87.82%	18,110,750

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
General Fund - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
Gross Profit	12,010,591	13,676,950	(1,666,359)	87.82%	18,110,750
Expense					
50000 · Salaries and Wages	4,080,344	4,655,800	(575,456)	87.64%	5,885,000
50010 · Security Salaries	794,115	669,900	124,215	118.54%	1,054,000
50013 · Captain Contract	-	90,000	(90,000)	0.00%	-
50015 · Airport Law Enforcement	-	250,000	(250,000)	0.00%	250,000
50060 · Airline Support - Operation Expenses	256,942	257,591	(649)	99.75%	150,000
50090 · Special Events Expenses	48,020	78,500	(30,480)	61.17%	78,500
50100 · Salaries Reimbursed to IVDA	1,286,752	1,354,400	(67,648)	95.01%	1,860,000
50150 · Temporary Services	23,425	40,000	(16,576)	58.56%	25,000
50200 · Board Directors Fees	13,350	20,000	(6,650)	66.75%	20,000
50210 · Board Meeting Expense	6,400	15,000	(8,600)	42.67%	15,000
50250 · Office Supplies	21,183	29,000	(7,817)	73.05%	30,000
50260 · Office Equipment Maintenance	44,631	55,000	(10,369)	81.15%	60,000
50261 · IT Equipment & Communications	930,997	1,240,000	(309,003)	75.08%	833,000
50265 · Noise IT System & Communications	9,826	50,000	(40,174)	19.65%	40,000
50270 · Office Equipment Replacement	-	4,000	(4,000)	0.00%	-
50279 · Equipment & Operating Supplies	56,247	82,109	(25,862)	68.50%	61,200
50280 · Equipment Maintenance & Repairs	950	4,540	(3,590)	20.93%	12,400
50281 · Maintenance & Repairs	73,691	190,000	(116,309)	38.79%	170,000
50283 · Badging Supplies	6,396	50,000	(43,604)	12.79%	25,000
50290 · Advertising	544,962	985,000	(440,038)	55.33%	625,000
50291 · Fees	51,287	50,000	1,287	102.57%	63,600
50300 · Courier	916	4,500	(3,584)	20.36%	2,500
50310 · Printing	816	4,000	(3,184)	20.40%	1,500
50320 · Postage	3,059	7,500	(4,441)	40.78%	5,000
50323 · Marketing - Supplies	76,878	128,000	(51,122)	60.06%	165,000
50325 · Supplies, Repairs & Maintenance	256,726	418,332	(161,607)	61.37%	348,000

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
General Fund - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
50330 · Dues & Subscriptions	29,349	31,000	(1,651)	94.68%	32,000
50331 · Licenses & Permits	19,834	35,210	(15,376)	56.33%	33,000
50332 · Recruiting Expenses	10,566	14,500	(3,934)	72.87%	33,000
50337 · Safety	11,614	15,660	(4,046)	74.16%	16,000
50340 · Insurance	362,435	360,172	2,263	100.63%	400,000
50345 · Insurance - Workers' Compensation	319,381	318,000	1,381	100.43%	480,000
50370 · Education & Training	25,661	56,485	(30,824)	45.43%	49,500
50372 · Meetings & Conferences	93,318	110,000	(16,682)	84.84%	122,000
50375 · Software	132,649	142,000	(9,351)	93.42%	212,000
50380 · Travel	36,007	45,615	(9,609)	78.94%	40,000
50400 · HazMat	13,105	20,000	(6,895)	65.52%	20,000
50410 · Electric	427,063	524,000	(96,937)	81.50%	487,000
50411 · Gas	23,114	24,000	(886)	96.31%	30,000
50412 · Telephone	23,641	47,000	(23,359)	50.30%	34,000
50413 · Refuse	916	39,000	(38,084)	2.35%	37,000
50414 · Water/Sewer	9,732	14,000	(4,268)	69.52%	14,000
50415 · Janitorial	145,271	206,222	(60,951)	70.44%	208,000
50416 · ARFF Supplies	-	30,000	(30,000)	0.00%	30,000
50417 · Security/Fire Alarm Monitoring	2,393	4,100	(1,707)	58.36%	4,000
50418 · HVAC	35,760	69,500	(33,740)	51.45%	64,500
50419 · Uniform	33,228	47,800	(14,572)	69.52%	49,200
50420 · Signage	307,120	343,300	(36,180)	89.46%	43,000
50421 · Electric Lighting Repairs	23,518	35,000	(11,482)	67.19%	35,000
50422 · Landscape Maintenance	106,750	119,750	(13,000)	89.14%	100,000
50423 · NAVIDS/ATCT Repairs	5,000	14,900	(9,900)	33.56%	14,900
50424 · Storm Water Monitoring	3,548	12,000	(8,452)	29.57%	12,000
50426 · US Customs Contract	330,030	385,000	(54,970)	85.72%	385,000
50427 · Fuel & Lubricants	98,384	150,000	(51,616)	65.59%	153,500

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
General Fund - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
50428 · Shop Tools	14,764	34,500	(19,736)	42.80%	62,000
50429 · ARFF Vehicle - R&M	23,539	35,000	(11,461)	67.25%	35,000
50433 · ARFF Services	-	970,576	(970,576)	0.00%	970,576
50434 · Vehicle Maintenance	28,831	40,960	(12,129)	70.39%	45,100
50439 · Wildlife Management	101,367	216,005	(114,638)	46.93%	156,000
50440 · Vehicle Replacement	174,042	315,500	(141,458)	55.16%	416,000
50442 · Special Equipment - Airline Support	29,202	40,000	(10,798)	73.01%	40,000
50443 · Contract Services - Airline Support	52,023	197,208	(145,185)	26.38%	100,000
50446 · Emergency Planning Exercise	2,382	3,400	(1,018)	70.05%	30,000
50449 · Utility Truck	88,376	89,891	(1,515)	98.32%	90,000
50500 · Legal	25,210	150,000	(124,790)	16.81%	155,000
50501 · Other - Litigation	8,536	50,000	(41,465)	17.07%	50,000
50520 · Auditing	42,200	48,200	(6,000)	87.55%	54,000
50550 · Professional Services - Marketing	203,775	262,000	(58,225)	77.78%	202,000
50560 · Professional Services - Other	152,169	165,000	(12,831)	92.22%	185,000
50570 · Professional Services - Special Approach	12,875	60,000	(47,125)	21.46%	58,200
50571 · Professional Services - Environmental	42,960	125,000	(82,040)	34.37%	125,000
50580 · Professional Services - Lobbyist	45,000	65,000	(20,000)	69.23%	60,000
50590 · Professional Services - IT	13,938	50,000	(36,062)	27.88%	50,000
50592 · Professional Services - Air Service Development	62,509	80,000	(17,491)	78.14%	80,000
50593 · Professional Services - Community Outreach	14,522	40,000	(25,478)	36.30%	35,000
50605 · Professional Services - Engineering	91,489	180,000	(88,511)	50.83%	180,000
50610 · Control Tower Contract	-	20,000	(20,000)	0.00%	-
50620 · ILS Contract	37,935	306,000	(268,065)	12.40%	306,000
50700 · SBD Cares	11,766	25,000	(13,234)	47.06%	50,000
50800 · Payroll Fees/Bank Charges	9,353	30,000	(20,647)	31.18%	20,000
50900 · Miscellaneous - Other	4,029	35,000	(30,971)	11.51%	30,000

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
General Fund - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
51810 · Insurance Claims	19,875	46,000	(26,125)	43.21%	-
51811 · Emergency Repairs - Uninsured	24,762	43,000	(18,238)	57.59%	-
52573 · Equipment Replacement	21,732	74,000	(52,268)	29.37%	120,000
52584 · Pavement Maintenance	4,767	62,209	(57,442)	7.66%	65,000
52589 · Furniture & Fixtures	-	-	-	0.00%	25,000
52596 · Airfield Striping	24,097	24,791	(694)	97.20%	50,000
52605 · Airport Green Energy Element Project	11,500	50,000	(38,500)	23.00%	-
Total Expense	12,616,820	17,881,626	(5,264,807)	70.56%	18,763,176
Net Ordinary Income	(606,228)	(4,204,676)	3,598,448	14.42%	(652,426)
Net Income	\$ (606,228)	\$ (4,204,676)	\$ 3,598,448	14.42%	\$ (652,426)
Cash on Hand - Beginning	\$ 2,732,328	\$ 3,000,000			\$ 994,598
Adjustments to Cash on Hand	\$ (1,131,502)	\$ -			\$ -
Cash on Hand - Ending	\$ 994,598	\$ (1,204,676)			\$ 342,172

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
Property Management Fund - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
Ordinary Income/Expense					
Income					
41700 · Lease Revenue	\$ 8,431,734	\$ 11,337,099	\$ (2,905,365)	74.37%	\$ 10,916,955
41702 · Electrical Usage Charges	187,285	320,000	(132,715)	58.53%	288,000
41710 · Common Infrastructure Assessment	-	500,000	(500,000)	0.00%	500,000
41931 · Insurance Claims Recovery	208,850	139,752	69,098	149.44%	-
42600 · Income - Other	-	25,000	(25,000)	0.00%	550,000
Total Income	8,827,868	12,321,851	(3,493,983)	71.64%	12,254,955
Gross Profit	8,827,868	12,321,851	(3,493,983)	71.64%	12,254,955
Expense					
50000 · Salaries and W ages	125,715	118,900	6,815	105.73%	197,000
50281 · Maintenance & Repairs	281,202	400,500	(119,298)	70.21%	169,500
50336 · Lease Expense	-	47,045	(47,045)	0.00%	47,045
50340 · Insurance	178,041	183,129	(5,088)	97.22%	188,829
50410 · Electric	800,173	830,000	(29,827)	96.41%	897,700
50411 · Gas	3,044	40,500	(37,456)	7.52%	40,800
50412 · Telephone	102,173	110,000	(7,827)	92.89%	110,000
50413 · Refuse	58,673	72,000	(13,327)	81.49%	72,000
50414 · W ater/Sewer	110,402	147,000	(36,598)	75.10%	152,600
50415 · Janitorial	109,976	175,000	(65,024)	62.84%	170,000
50417 · Security/Fire Alarm Monitoring	11,874	22,000	(10,126)	53.97%	22,000
50418 · HVAC	43,113	54,500	(11,387)	79.11%	54,500
50500 · Legal	23,231	65,000	(41,769)	35.74%	65,000
50630 · Reserve for Maintenance & CAM Charge	-	25,000	(25,000)	0.00%	25,000
50640 · Fire Suppression System	77,097	117,460	(40,363)	65.64%	117,460
50900 · Miscellaneous - Other	1,876	5,000	(3,124)	37.52%	5,000
51810 · Insurance Claims	225,018	524,752	(299,734)	42.88%	-
51811 · Emergency Repairs - Uninsured	6,750	6,750	-	100.00%	-
51815 · AFFF Improvements	-	42,088	(42,088)	0.00%	42,088

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
Property Management Fund - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
53050 · Transfers to Debt Service Fund	900,735	1,200,981	(300,246)	75.00%	1,200,982
53100 · Transfers to Capital Project Fund	1,875,000	2,500,000	(625,000)	75.00%	150,000
53300 · Transfers to Airport General Fund	5,900,000	5,900,000	-	100.00%	8,000,000
Total Expense	10,834,092	12,587,605	(1,753,513)	86.07%	11,727,504
Net Ordinary Income	(2,006,224)	(265,754)	(1,740,469)	754.92%	527,451
Net Income	\$ (2,006,224)	\$ (265,754)	\$ (1,740,469)	754.92%	\$ 527,451
Cash on Hand - Beginning	\$ 2,145,368	\$ 315,600			\$ 296,172
Adjustments to Cash on Hand	\$ 156,187	\$ -			\$ -
Cash on Hand - Ending	\$ 296,172	\$ 49,846			\$ 823,623

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
Capital Project Fund

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
Ordinary Income/Expense					
Income					
41400 · Transfer from Property Mgmt Fund	\$ 1,875,000	\$ 2,500,000	\$ (625,000)	75.00%	\$ 150,000
41900 · Grant Revenue - FAA	7,088,487	6,854,652	233,835	103.41%	1,900,000
41915 · Federal Grant - Other	-	1,000,000	(1,000,000)	0.00%	1,000,000
42101 · Land Sales Proceeds (Rialto)	7,316,682	500,000	6,816,682	1463.34%	500,000
Total Income	16,280,169	10,854,652	5,425,517	149.98%	3,550,000
Gross Profit	16,280,169	10,854,652	5,425,517	149.98%	3,550,000
Expense					
50420 · Signage	-	200,000	(200,000)	0.00%	50,000
50560 · Professional Services - Other	34,500	75,000	(40,500)	46.00%	55,000
51000 · General Aviation	-	250,000	(250,000)	0.00%	160,000
51200 · International Arrival Facility	-	50,000	(50,000)	0.00%	100,000
51300 · Building 56 Improvements	-	50,000	(50,000)	0.00%	325,000
51500 · Building 759 Improvements	-	25,000	(25,000)	0.00%	-
51600 · Freight Building	-	10,000	(10,000)	0.00%	5,000
51705 · Ramp Pavement Design	31,301	50,000	(18,699)	62.60%	-
51806 · Repair of Mechanical System	-	50,000	(50,000)	0.00%	-
51807 · Land, Road, Parking Improvement	270,191	438,725	(168,534)	61.59%	50,000
51808 · Gate Improvements	19,168	35,000	(15,832)	54.77%	25,000
51816 · Control Tower Improvements	-	5,000	(5,000)	0.00%	-
52270 · FAA -Taxiway Shoulder Project	3,808,303	4,255,270	(446,967)	89.50%	-
52551 · Hangar 763 Improvements	-	75,000	(75,000)	0.00%	25,000
52552 · Building 339	-	10,000	(10,000)	0.00%	-
52554 · Landfill Pavement Repairs	12,816	225,000	(212,184)	5.70%	100,000
52557 · Building 341 Improvements	-	10,000	(10,000)	0.00%	-
52558 · Building 610 Improvements	-	20,000	(20,000)	0.00%	-

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
Capital Project Fund

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
52559 · FBO Repairs	-	150,000	(150,000)	0.00%	100,000
52563 · Channel Repair	92,969	100,000	(7,031)	92.97%	100,000
52570 · Building 730 Improvements	-	30,000	(30,000)	0.00%	15,000
52571 · Building 675 Improvements	-	25,000	(25,000)	0.00%	-
52574 · Hangar 695 Improvements	-	10,000	(10,000)	0.00%	-
52575 · Building 680 Improvements	-	50,000	(50,000)	0.00%	70,000
52579 · Network Improvements	14,673	200,000	(185,327)	7.34%	100,000
52580 · Environmental Assessment	-	100,000	(100,000)	0.00%	30,000
52585 · Terminal Improvements	797,884	832,000	(34,116)	95.90%	100,000
52586 · Security Improvements	-	25,000	(25,000)	0.00%	-
52587 · Fire System Improvements	-	50,000	(50,000)	0.00%	-
52591 · Hangar 795 Improvements	-	10,000	(10,000)	0.00%	-
52592 · Ramp Repair	13,058	100,000	(86,942)	13.06%	50,000
52593 · Delayed Occupancy Expense	-	5,000	(5,000)	0.00%	5,000
52602 · Operations Office	33,500	55,000	(21,500)	60.91%	10,000
52603 · Runway Joint Seal Project	4,051,004	4,335,012	(284,008)	93.45%	-
52604 · Airport Solar Design & Improvements	119,993	150,000	(30,007)	80.00%	150,000
52605 · Airport Green Energy Element Project	64,966	175,000	(110,034)	37.12%	160,000
53380 · Transfers to IVDA	1,279,607	-	1,279,607	100.00%	-
53477 · Fuel Farm Construction	-	500,000	(500,000)	0.00%	500,000
FAA2301 · FAA - AOA Vehicle Access Road	4,067	132,800	(128,733)	3.06%	1,900,000
FAA Safety Management System	-	-	-	0.00%	226,000
53300 · Transfers to Airport General Fund	-	-	-	0.00%	2,700,000
50284 · Equipment Purchase	-	-	-	0.00%	150,000
Total Expense	10,648,001	12,868,807	(2,220,806)	82.74%	7,261,000
Net Ordinary Income	5,632,168	(2,014,155)	7,646,323	-279.63%	(3,711,000)

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
Capital Project Fund

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
Net Income	<u><u>\$ 5,632,168</u></u>	<u><u>\$ (2,014,155)</u></u>	<u><u>\$ 7,646,323</u></u>	<u><u>-279.63%</u></u>	<u><u>\$ (3,711,000)</u></u>
Cash on Hand - Beginning	\$ 586,909	\$ 700,000			\$ 5,000,000
Adjustments to Cash on Hand	<u><u>\$ (230,044)</u></u>	<u><u>\$ -</u></u>			<u><u>\$ -</u></u>
Cash on Hand - Ending	<u><u>\$ 5,989,033</u></u>	<u><u>\$ (1,314,155)</u></u>			<u><u>\$ 1,289,000</u></u>

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
Debt Service Fund

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
Ordinary Income/Expense					
Income					
41400 · Transfer from Property Mgmt Fund	\$ 900,735	\$ 1,200,981	\$ (300,246)	75.00%	\$ 1,200,982
41600 · Interest	30,327	100	30,227	30327.10%	50,000
Total Income	<u>931,062</u>	<u>1,201,081</u>	<u>(270,019)</u>	<u>77.52%</u>	<u>1,250,982</u>
Gross Profit	931,062	1,201,081	(270,019)	77.52%	1,250,982
Expense					
52903 · Principal Payment	-	729,702	(729,702)	0.00%	756,993
53000 · Interest Expense	235,640	471,279	(235,639)	50.00%	443,989
Total Expense	<u>235,640</u>	<u>1,200,981</u>	<u>(965,341)</u>	<u>19.62%</u>	<u>1,200,982</u>
Net Ordinary Income	<u>695,422</u>	<u>100</u>	<u>695,322</u>	<u>695422.35%</u>	<u>50,000</u>
Net Income	<u><u>\$ 695,422</u></u>	<u><u>\$ 100</u></u>	<u><u>\$ 695,322</u></u>	<u><u>695422.35%</u></u>	<u><u>\$ 50,000</u></u>
 Cash on Hand - Beginning	 \$ 1,162,007	 \$ 1,061,774			 \$ 892,088
 Adjustments to Cash on Hand	 \$ (965,341)	 \$ -			 \$ -
 Cash on Hand - Ending	 <u><u>\$ 892,088</u></u>	 <u><u>\$ 1,061,874</u></u>			 <u><u>\$ 942,088</u></u>

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
FBO - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
Ordinary Income/Expense					
Income					
41100 · Equipment Rental Income	\$ 48,586	\$ 95,000	\$ (46,414)	51.14%	\$ 60,000
41700 · Lease Revenue	330,000	360,000	(30,000)	91.67%	420,000
41701 · Lease Revenue - Corporate Hangar	214,434	240,000	(25,566)	89.35%	257,000
41702 · Electrical Usage Charges	32,091	24,000	8,091	133.71%	40,000
41931 · Insurance Claims Recovery	16,718	106,852	(90,134)	15.65%	-
42560 · Marketing Reimbursement	-	50,000	(50,000)	0.00%	50,000
42570 · Concierge Services Revenue	-	5,000	(5,000)	0.00%	6,000
42600 · Income - Other	100	32,000	(31,900)	0.31%	5,000
47000 · Fuel Sales					
47001 · Fuel Sales - AVGAS	255,610	320,000	(64,390)	79.88%	320,000
47002 · Fuel Sales - JET A	64,664,994	116,900,000	(52,235,006)	55.32%	74,700,000
Total 47000 · Fuel Sales	64,920,604	117,220,000	(52,299,396)	55.38%	75,020,000
47500 · Other FBO Services	548,709	530,000	18,709	103.53%	650,000
47600 · Third Party Into Plane Fees	2,867,789	3,100,000	(232,211)	92.51%	3,100,000
Total Income	68,979,031	121,762,852	(52,783,821)	56.65%	79,608,000
Cost of Goods Sold					
47005 · Cost of Fuel					
47006 · Cost of Fuel - AVGAS	217,115	275,000	(57,885)	78.95%	270,000
47007 · Cost of Fuel - JET A	63,181,877	116,000,000	(52,818,123)	54.47%	73,800,000
Total 47005 · Cost of Fuel	63,398,992	116,275,000	(52,876,008)	54.53%	74,070,000
Total COGS	63,398,992	116,275,000	(52,876,008)	54.53%	74,070,000
Gross Profit	5,580,039	5,487,852	92,187	101.68%	5,538,000
Expense					
50000 · Salaries and Wages	1,645,941	1,926,300	(280,359)	85.45%	1,900,000
50097 · Concierge Services Expense	4,751	12,000	(7,249)	39.59%	10,000
50098 · International Trade	18,376	30,000	(11,624)	61.25%	30,000

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
FBO - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
50250 · Office Supplies	4,782	7,000	(2,218)	68.32%	12,000
50261 · IT Equipment & Communications	6,391	10,000	(3,609)	63.91%	17,000
50262 · Computers & Networking	903	6,000	(5,097)	15.05%	5,000
50263 · Audio Visual	2,863	15,000	(12,137)	19.09%	15,000
50280 · Equipment Maintenance & Repairs	19,540	48,000	(28,460)	40.71%	48,000
50281 · Maintenance & Repairs	86,708	160,000	(73,293)	54.19%	86,000
50284 · Equipment Purchase	-	235,500	(235,500)	0.00%	135,000
50285 · Leased Equipment & Vehicles	414,118	492,000	(77,882)	84.17%	450,000
50290 · Advertising	79,760	90,000	(10,240)	88.62%	102,500
50291 · Fees	62,505	79,000	(16,495)	79.12%	79,000
50320 · Postage	-	2,000	(2,000)	0.00%	4,000
50322 · Supplies	84,291	144,500	(60,209)	58.33%	150,000
50323 · Marketing - Supplies	40,353	70,000	(29,647)	57.65%	80,000
50331 · Licenses & Permits	10,959	30,000	(19,041)	36.53%	26,000
50337 · Safety	1,056	-	1,056	100.00%	1,500
50340 · Insurance	48,530	48,530	(0)	100.00%	51,200
50370 · Education & Training	2,457	18,000	(15,543)	13.65%	18,000
50372 · Meetings & Conferences	9,520	22,000	(12,480)	43.27%	26,000
50373 · Business Development	22,357	25,000	(2,643)	89.43%	25,000
50375 · Software	17,543	20,000	(2,457)	87.72%	32,000
50380 · Travel	21,247	28,000	(6,753)	75.88%	33,000
50400 · HazMat	24,964	41,000	(16,036)	60.89%	45,000
50410 · Electric	180,261	180,000	261	100.15%	180,000
50411 · Gas	7,133	7,000	133	101.90%	7,500
50412 · Telephone	1,971	5,500	(3,529)	35.83%	3,000
50414 · Water/Sewer	46,954	42,000	4,954	111.80%	47,000
50415 · Janitorial	95,284	108,558	(13,274)	87.77%	110,321
50417 · Security/Fire Alarm Monitoring	4,280	5,000	(720)	85.60%	5,000

San Bernardino International Airport Authority
FY 2022-23 Budget to Actual with FY 2023-24 Proposed Budget
FBO - Total

	Actual As of May 31, 2023	FY 2022-23 Final Budget	Over (Under) Budget	Percent of Budget	FY 2023-24 Proposed Budget
50418 · HVAC	50,111	60,000	(9,889)	83.52%	74,000
50419 · Uniform	39,195	65,000	(25,805)	60.30%	65,000
50420 · Signage	1,262	3,000	(1,739)	42.05%	5,000
50422 · Landscape Maintenance	20,382	112,000	(91,618)	18.20%	80,000
50427 · Fuel & Lubricants	306,380	350,000	(43,620)	87.54%	385,000
50431 · Electric - Fuel Farm	31,018	45,000	(13,982)	68.93%	40,000
50435 · Fuel Truck Maintenance	183,445	215,253	(31,808)	85.22%	200,000
50445 · Fuel Farm Maintenance & Repair	42,109	65,000	(22,891)	64.78%	65,000
50550 · Professional Services - Marketing	9,344	29,000	(19,656)	32.22%	29,000
50608 · FBO - Engineering	-	8,000	(8,000)	0.00%	10,000
50640 · Fire Suppression System	27,698	37,000	(9,302)	74.86%	37,000
50900 · Miscellaneous - Other	3,317	12,000	(8,683)	27.65%	9,000
50905 · Equipment Rental Expense	-	5,000	(5,000)	0.00%	5,000
50906 · Carports - FBO Equipment Storage	-	1,000	(1,000)	0.00%	-
52583 · FBO Ramp	-	6,000	(6,000)	0.00%	71,000
52588 · FBO Vehicles	-	20,000	(20,000)	0.00%	45,000
53300 · Transfers to Airport General Fund	1,100,000	1,100,000	-	100.00%	1,500,000
53477 · Fuel Farm Construction	4,365	20,000	(15,635)	21.83%	-
53495 · Promotional Events	44,347	70,000	(25,653)	63.35%	90,000
Total Expense	4,828,768	6,131,141	(1,302,373)	78.76%	6,444,021
Net Ordinary Income	751,271	(643,289)	1,394,560	-116.79%	(906,021)
Net Income	\$ 751,271	\$ (643,289)	\$ 1,394,560	-116.79%	\$ (906,021)
Cash on Hand - Beginning	\$ 8,409,799	\$ 650,000			\$ 950,000
Adjustments to Cash on Hand	\$ (7,185,636)	\$ -			\$ -
Cash on Hand - Ending	\$ 1,975,434	\$ 6,711			\$ 43,979

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
General Fund - Total

	FY 2023-24 Proposed Budget
Ordinary Income/Expense	
Income	
40100 · Fuel Flow Fees	\$ 2,640,000
40200 · Landing Fees	1,600,000
40300 · Tie Down/Aircraft Parking Fees	300,000
40310 · Parking Lot Revenue	250,000
40320 · Advertising Revenue	80,000
40321 · Car Rental Fees	60,000
40322 · Ground Transportation Revenue	18,000
40400 · Network Services	130,000
41150 · Filming Revenues	60,000
41160 · Special Event Revenue	90,000
41165 · Security Services	145,000
41170 · Permit Fees	330,000
41180 · Badging Revenue	30,000
41185 · NOV Revenue	3,000
41400 · Transfer from Property Mgmt Fund	8,000,000
41450 · Transfers from Capital Project Fund	2,700,000
41460 · Transfer In from FBO	1,500,000
41600 · Interest	50,000
42590 · Other Services - Operations	81,750
42600 · Income - Other	43,000
Total Income	18,110,750
Gross Profit	18,110,750
Expense	
50000 · Salaries and Wages	5,885,000
50010 · Security Salaries	1,054,000
50015 · Airport Law Enforcement	250,000
50060 · Airline Support - Operation Expenses	150,000
50090 · Special Events Expenses	78,500
50100 · Salaries Reimbursed to IVDA	1,860,000
50150 · Temporary Services	25,000
50200 · Board Directors Fees	20,000
50210 · Board Meeting Expense	15,000
50250 · Office Supplies	30,000
50260 · Office Equipment Maintenance	60,000
50261 · IT Equipment & Communications	833,000
50265 · Noise IT System & Communications	40,000
50279 · Equipment & Operating Supplies	61,200
50280 · Equipment Maintenance & Repairs	12,400

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
General Fund - Total

	FY 2023-24 Proposed Budget
50281 · Maintenance & Repairs	170,000
50283 · Badging Supplies	25,000
50290 · Advertising	625,000
50291 · Fees	63,600
50300 · Courier	2,500
50310 · Printing	1,500
50320 · Postage	5,000
50323 · Marketing - Supplies	165,000
50325 · Supplies, Repairs & Maintenance	348,000
50330 · Dues & Subscriptions	32,000
50331 · Licenses & Permits	33,000
50332 · Recruiting Expenses	33,000
50337 · Safety	16,000
50340 · Insurance	400,000
50345 · Insurance - Workers' Compensation	480,000
50370 · Education & Training	49,500
50372 · Meetings & Conferences	122,000
50375 · Software	212,000
50380 · Travel	40,000
50400 · HazMat	20,000
50410 · Electric	487,000
50411 · Gas	30,000
50412 · Telephone	34,000
50413 · Refuse	37,000
50414 · Water/Sewer	14,000
50415 · Janitorial	208,000
50416 · ARFF Supplies	30,000
50417 · Security/Fire Alarm Monitoring	4,000
50418 · HVAC	64,500
50419 · Uniform	49,200
50420 · Signage	43,000
50421 · Electric Lighting Repairs	35,000
50422 · Landscape Maintenance	100,000
50423 · NAVIDS/ATCT Repairs	14,900
50424 · Storm Water Monitoring	12,000
50426 · US Customs Contract	385,000
50427 · Fuel & Lubricants	153,500
50428 · Shop Tools	62,000
50429 · ARFF Vehicle - R&M	35,000
50433 · ARFF Services	970,576

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
General Fund - Total

	FY 2023-24 Proposed Budget
50434 · Vehicle Maintenance	45,100
50439 · Wildlife Management	156,000
50440 · Vehicle Replacement	416,000
50442 · Special Equipment - Airline Support	40,000
50443 · Contract Services - Airline Support	100,000
50446 · Emergency Planning Exercise	30,000
50449 · Utility Truck	90,000
50500 · Legal	155,000
50501 · Other - Litigation	50,000
50520 · Auditing	54,000
50550 · Professional Services - Marketing	202,000
50560 · Professional Services - Other	185,000
50570 · Professional Services - Special Approach	58,200
50571 · Professional Services - Environmental	125,000
50580 · Professional Services - Lobbyist	60,000
50590 · Professional Services - IT	50,000
50592 · Professional Services - Air Service Development	80,000
50593 · Professional Services - Community Outreach	35,000
50605 · Professional Services - Engineering	180,000
50620 · ILS Contract	306,000
50700 · SBD Cares	50,000
50800 · Payroll Fees/Bank Charges	20,000
50900 · Miscellaneous - Other	30,000
52573 · Equipment Replacement	120,000
52584 · Pavement Maintenance	65,000
52589 · Furniture & Fixtures	25,000
52596 · Airfield Striping	50,000
Total Expense	18,763,176
Net Ordinary Income	(652,426)
Net Income	\$ (652,426)
Cash on Hand - Beginning	\$ 994,598
Adjustments to Cash on Hand	\$ -
Cash on Hand - Ending	\$ 342,172

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
Property Management Fund - Total

	FY 2023-24 Proposed Budget
Ordinary Income/Expense	
Income	
41700 · Lease Revenue	\$ 10,916,955
41702 · Electrical Usage Charges	288,000
41710 · Common Infrastructure Assessment	500,000
42600 · Income - Other	550,000
Total Income	12,254,955
Gross Profit	12,254,955
Expense	
50000 · Salaries and Wages	197,000
50281 · Maintenance & Repairs	169,500
50336 · Lease Expense	47,045
50340 · Insurance	188,829
50410 · Electric	897,700
50411 · Gas	40,800
50412 · Telephone	110,000
50413 · Refuse	72,000
50414 · Water/Sewer	152,600
50415 · Janitorial	170,000
50417 · Security/Fire Alarm Monitoring	22,000
50418 · HVAC	54,500
50500 · Legal	65,000
50630 · Reserve for Maintenance & CAM Charge	25,000
50640 · Fire Suppression System	117,460
50900 · Miscellaneous - Other	5,000
51815 · AFFF Improvements	42,088
53050 · Transfers to Debt Service Fund	1,200,982
53100 · Transfers to Capital Project Fund	150,000
53300 · Transfers to Airport General Fund	8,000,000
Total Expense	11,727,504
Net Ordinary Income	527,451
Net Income	\$ 527,451
 Cash on Hand - Beginning	 \$ 296,172
 Adjustments to Cash on Hand	 \$ -
 Cash on Hand - Ending	 \$ 823,623

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
Capital Project Fund

		FY 2023-24 Proposed Budget
Ordinary Income/Expense		
Income		
41400 · Transfer from Property Mgmt Fund	\$	150,000
41900 · Grant Revenue - FAA		1,900,000
41915 · Federal Grant - Other		1,000,000
42101 · Land Sales Proceeds (Rialto)		500,000
Total Income		3,550,000
Gross Profit		3,550,000
Expense		
50420 · Signage		50,000
50560 · Professional Services - Other		55,000
51000 · General Aviation		160,000
51200 · International Arrival Facility		100,000
51300 · Building 56 Improvements		325,000
51600 · Freight Building		5,000
51807 · Land, Road, Parking Improvement		50,000
51808 · Gate Improvements		25,000
52551 · Hangar 763 Improvements		25,000
52554 · Landfill Pavement Repairs		100,000
52559 · FBO Repairs		100,000
52563 · Channel Repair		100,000
52570 · Building 730 Improvements		15,000
52575 · Building 680 Improvements		70,000
52579 · Network Improvements		100,000
52580 · Environmental Assessment		30,000
52585 · Terminal Improvements		100,000
52592 · Ramp Repair		50,000
52593 · Delayed Occupancy Expense		5,000
52602 · Operations Office		10,000
52604 · Airport Solar Design & Improvements		150,000
52605 · Airport Green Energy Element Project		160,000
53477 · Fuel Farm Construction		500,000
FAA2301 · FAA - AOA Vehicle Access Road		1,900,000
52550 · FAA Safety Management System		226,000
53300 · Transfers to Airport General Fund		2,700,000
50284 · Equipment Purchase		150,000
Total Expense		7,261,000
Net Ordinary Income		(3,711,000)

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
Capital Project Fund

	FY 2023-24 Proposed Budget
Net Income	\$ (3,711,000)
Cash on Hand - Beginning	\$ 5,000,000
Adjustments to Cash on Hand	\$ -
Cash on Hand - Ending	\$ 1,289,000

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
Debt Service Fund

	FY 2023-24 Proposed Budget
Ordinary Income/Expense	
Income	
41400 · Transfer from Property Mgmt Fund	\$ 1,200,982
41600 · Interest	50,000
Total Income	1,250,982
Gross Profit	1,250,982
Expense	
52903 · Principal Payment	756,993
53000 · Interest Expense	443,989
Total Expense	1,200,982
Net Ordinary Income	50,000
Net Income	\$ 50,000
 Cash on Hand - Beginning	 \$ 892,088
 Adjustments to Cash on Hand	 \$ -
 Cash on Hand - Ending	 \$ 942,088

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
FBO - Total

	FY 2023-24 Proposed Budget
Ordinary Income/Expense	
Income	
41100 · Equipment Rental Income	\$ 60,000
41700 · Lease Revenue	420,000
41701 · Lease Revenue - Corporate Hangar	257,000
41702 · Electrical Usage Charges	40,000
42560 · Marketing Reimbursement	50,000
42570 · Concierge Services Revenue	6,000
42600 · Income - Other	5,000
47000 · Fuel Sales	
47001 · Fuel Sales - AVGAS	320,000
47002 · Fuel Sales - JET A	74,700,000
Total 47000 · Fuel Sales	75,020,000
47500 · Other FBO Services	650,000
47600 · Third Party Into Plane Fees	3,100,000
Total Income	79,608,000
Cost of Goods Sold	
47005 · Cost of Fuel	
47006 · Cost of Fuel - AVGAS	270,000
47007 · Cost of Fuel - JET A	73,800,000
Total 47005 · Cost of Fuel	74,070,000
Total COGS	74,070,000
Gross Profit	5,538,000
Expense	
50000 · Salaries and Wages	1,900,000
50097 · Concierge Services Expense	10,000
50098 · International Trade	30,000
50250 · Office Supplies	12,000
50261 · IT Equipment & Communications	17,000
50262 · Computers & Networking	5,000
50263 · Audio Visual	15,000
50280 · Equipment Maintenance & Repairs	48,000
50281 · Maintenance & Repairs	86,000
50284 · Equipment Purchase	135,000
50285 · Leased Equipment & Vehicles	450,000
50290 · Advertising	102,500
50291 · Fees	79,000
50320 · Postage	4,000
50322 · Supplies	150,000
50323 · Marketing - Supplies	80,000

San Bernardino International Airport Authority
FY 2023-24 Proposed Budget
FBO - Total

	FY 2023-24 Proposed Budget
50331 · Licenses & Permits	26,000
50337 · Safety	1,500
50340 · Insurance	51,200
50370 · Education & Training	18,000
50372 · Meetings & Conferences	26,000
50373 · Business Development	25,000
50375 · Software	32,000
50380 · Travel	33,000
50400 · HazMat	45,000
50410 · Electric	180,000
50411 · Gas	7,500
50412 · Telephone	3,000
50414 · Water/Sewer	47,000
50415 · Janitorial	110,321
50417 · Security/Fire Alarm Monitoring	5,000
50418 · HVAC	74,000
50419 · Uniform	65,000
50420 · Signage	5,000
50422 · Landscape Maintenance	80,000
50427 · Fuel & Lubricants	385,000
50431 · Electric - Fuel Farm	40,000
50435 · Fuel Truck Maintenance	200,000
50445 · Fuel Farm Maintenance & Repair	65,000
50550 · Professional Services - Marketing	29,000
50608 · FBO - Engineering	10,000
50640 · Fire Suppression System	37,000
50900 · Miscellaneous - Other	9,000
50905 · Equipment Rental Expense	5,000
52583 · FBO Ramp	71,000
52588 · FBO Vehicles	45,000
53300 · Transfers to Airport General Fund	1,500,000
53495 · Promotional Events	90,000
Total Expense	6,444,021
Net Ordinary Income	(906,021)
Net Income	\$ (906,021)
Cash on Hand - Beginning	\$ 950,000
Adjustments to Cash on Hand	\$ -
Cash on Hand - Ending	\$ 43,979



SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

FISCAL YEAR 2023-24

AIRPORT FEE SCHEDULE

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

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

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

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

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



7. Airport Use:

a. Outdoor still photography	\$3,000/day
b. Outdoor filming	\$5,000/day
c. Outdoor set-up or strike	\$1,500 to 2,500/day
d. Still photography, or events in passenger terminals	\$10,000/day
e. Filming, in passenger terminals	\$12,500/day
f. Passenger terminals set-up or strike	\$5,000 to 6,250/day

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

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

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

	Non-Permitted	Permitted
Group Ia Less than 50 feet	\$65	\$25
Group Ib: 51 to 90 feet	\$75	\$30
Group II: 91 to 125 feet	\$95	\$40
Group III: 126 to 158 feet	\$125	\$50
Group IV: 159 to 199 feet	\$160	\$60
Group V: 200 feet and larger	\$190	\$80

10. Commercial Cargo Flights:

Per air cargo operation on non-leasehold ramp: \$0.35 per 1,000 lbs MLW

Cargo ground support equipment (GSE) staging pre/post aircraft arrival/departure: \$150 per hour

*No charge staging GSE 30-minutes pre/post aircraft arrival/departure

11. Airship Tie Down:

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

12. Bonded Warehouse Fees:

Fees per unit, per day	
Pallet:	\$4
ULD:	\$10
Fees per unit, per month	
Pallet:	\$30
ULD:	\$75



13. Fuel Fees:

A \$.11 per gallon Fuel Flowage Fee will be assessed on all Jet-A Fuel and AvGas Fuel received through the Fuel Farms by Airport Fueling Agents. Entities storing, or passing fuel through the Fuel Farms shall pay a Fuel Flowage Fee prior to receiving Jet-A Fuel or AvGas from the Fuel Farms.

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

Fees Based on Aircraft Weight (MLW)

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

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

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

15. Automobile Parking Rates - Terminal Parking Lots:

Short Term Parking Lot (adjacent to Terminal Building)

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

16. Airport Badge Fees:

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



FBO Pricing Policy

Updated 7/01/2023

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

Fuel Purchase Volume Discounts (Single Purchase):

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

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

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

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

	<u>Parking Fee</u>	<u>Fuel Purchase Required to Waive Parking Fees</u>
Single Engine	\$10.00	15 gallons
Multi-Engine/Piston Helicopter	\$15.00	25 gallons
Jet/Turbine Helicopter	\$25.00	40 gallons

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

	<u>Aircraft Length</u>	<u>Parking Fee</u>	<u>Fuel Purchase Required to Waive Parking Fees</u>
Group IA	Less than 50 feet	\$60.00	100 gallons
Group IB	51 to 90 feet	\$70.00	300 gallons
Group II	91 to 125 feet	\$90.00	500 gallons



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

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

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

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

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



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

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

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

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

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

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

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

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



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

Off-Airport rental cars

\$1,000.00 annual permit

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



Airport Badging Handbook

Contents

• Airport Badge Fees.....	3
• Airport Badge Types and Access Zones.....	4
• Notice of Violation Program.....	8
• Violation Levels	12
• Type of Violation	13

Key Contacts

Airport Operations

- Main Number: (909) 382-2382
- Airport Operations Duty Phone: (909) 556-1383

Airport Security

- Badging Office (909) 382-2381
- Roving Security Officers (909) 832-2393
(909) 454-5970

Airport Badge Fees

Badge Fee Schedule	Fee
New Badge	\$60.00
Replacement for Damaged Badge	\$25.00
Badge Renewal before Expiration Date	\$15.00
Badge Renewal for Expired Badge	\$45.00
Replacement Badge Fee for Lost or Stolen Badge	\$45.00
Unreturned Badge: 1 st Time	\$250.00
Unreturned Badge: 2 nd Time	\$350.00
Unreturned Badge: 3 rd Time	\$500.00

Notice of Violation Program

Introduction:

This Operating Directive is designed to ensure compliance with the San Bernardino International Airport Authority (SBIAA) Rules and Regulations and federal obligations at the San Bernardino International Airport (Airport) as set forth herein. This Operating Directive includes: 1. SBIAA Rules and Regulations; 2. SBIAA Operating Directives; 3. Airport Security Plans; 4. Leases, Contracts, Agreements and/or Permits.

Purpose

Compliance with this Operating Directive is mandatory for all Airport users, tenants, their employees, agents, representatives, contractors, and/or sublessees. In addition, to facilitate compliance, this Operating Directive provides a progressive enforcement mechanism and violation fee structure to ensure a safe and efficient airport operating environment. A written “Notice of Violation” (NOV) will be issued for instances of non-compliance as set forth herein.

Enforcement Procedures

Consistent with SBIAA Rules and Regulations, and federal obligations. A NOV will be issued on behalf of the Chief Executive Officer by Airport Operations and/or Airport Security personnel that includes progressive penalties, fines and/or revocations.

- I. **General:** Compliance actions, including the amount of any associated fee assessment will be based on one or more of the following factors:
 - a. Severity of the violation.
 - b. The duration, quantity and quality of pollutants, and/or the effect on public safety and/or the environment (i.e. did the violation cause extensive damage, cause an operational impact, result in a mandatory reporting requirement or administrative fine from a responding agency, etc.).

- c. If the violation did, or could have resulted in personal injury, loss of human life, and/or damage to Airport property or facilities.
 - d. The violator's knowledge, either negligent or intentional, of the regulation violated.
 - e. Any history of violations, including individuals and/or tenants, previous enforcement actions involving the site, Airport tenant, business or individual.
 - f. The effectiveness of the enforcement action as a deterrent to similar violations.
- II. Compliance Actions:** In accordance with SBIAA Rules and Regulations, Airport Security and Airport Operations will take compliance actions on behalf of the Chief Executive Officer by issuing NOV's on SBIAA owned property.
- III. Types of Enforcement:** Any Airport user, tenant, their employees, agents, representatives, contractors, and/or sublessees in violation will receive a written NOV for non-compliance with SBIAA Rules and Regulations or federal obligations. Appeals from the receipt of a NOV may be filed in writing to the Airport Manager or designee. The Airport Manager will then review the information submitted and make a decision as to whether a violation occurred and whether any sanctions imposed as a result of this violation are appropriate. Should the recipient of the NOV request an appeal of the Airport Manager's decision, the Chief Executive Officer would then make a last and final determination. Barring any appeals and decisions made within the appeals process, all NOV's are final decisions. The NOV will contain at a minimum: date/time of violation, name of violator, applicable Section and/or item number being violated, and the signature (if attainable) of the issuing party. NOV copies will be distributed to the violator, the employer (when applicable), and one copy kept at the Airport Badging Office.
- a. **Self-Reporting:** Self reporting and demonstrated good faith efforts to comply with SBIAA Rules and Regulations, SBIAA Operating Directives, Airport Security Plans, lease requirements, and/or permits will be considered favorably during any compliance and/or appeals process.

b. Leaks, Spills, or Discharges: Generally, SBIAA will not initiate formal enforcement action on a self-reported, unavoidable leak, spill, or discharge under the following circumstances:

1. When it is unreasonable to prevent such an occurrence.
2. The leak, spill, or discharge amount is determined by SBIAA to be minimal.
3. No unauthorized substances have entered the storm drains.
4. The leak, spill, or discharge poses no significant or widespread risk to human health or the environment.
5. No NOVs or other correspondence had been issued to violator for a similar violation within the previous 90-calendar days.

IV. Types of Penalties, Violations, Fines and Revocations: Penalties that are imposed as a result of safety and security violations will be categorized in levels. Levels will escalate from Level I through Level III and the list provided below is not exhaustive nor meant to be all encompassing. Any offense not covered below will be evaluated on a case-by-case basis at the sole discretion of SBIAA. On behalf of the Chief Executive Officer, Airport Security and/or Airport Operations personnel will issue NOVs up to Five Thousand and 00/100 Dollars (\$5,000) per violation, per day of continuous non-compliance, for applicable violations of the SBIAA Rules and Regulations, and/or terms of any commercial lease agreement, or permit which regulates the conduct of operations at the Airport in addition to the remedies permitted in any lease, agreement, or permit. As applicable, each day (24-hour period) a violation continues shall be considered a new violation. Any NOV compliance actions shall not exclude, or be intended to infer, that resultant penalties will replace, or limit any other fines, assessments, or other similar penalty that may be assessed by a regulatory agency or public jurisdiction separate from SBIAA. For each violation found, a NOV will be forwarded to the appropriate entity (violator and/or Airport tenant). If a violation has created a situation considered an Imminent Danger, serious and/or a Willful Offense, the Airport Manager has the authority to issue “stop work” orders, without penalty to contracts or agreements, and proceed with the abatement of the violation with the responsible entity being responsible for SBD International Airport **Operating Directive 16-001**

all reasonable costs incurred for the abatement of such violation(s). For the purposes herein, the terms Imminent Danger and Willful Offense are defined as follows:

- a. **“Imminent Danger”** means the existence of any condition or practice in an area that could reasonably be expected to immediately cause death or physical harm to any person(s) the environment, or aircraft operations.
- b. **“Willful Offense”** means an individual on the Airport has failed to follow SBIAA Rules and Regulations, or report or abate a hazard, or when the individual repeats a violation for which they have already received a NOV.

V. Time records are kept on file/applicable for Penalties, Violations, Fines and Revocations: Penalties that are imposed as a result of an NOV will remain on the individual’s Airport record for a specified amount of time as categorized per each level below:

- a. Level I and II violations = Records kept for 24 consecutive calendar months
- b. Level III (1st and 2nd violation), fines, and/or revocations = Records kept for 5-years.
- c. Level III (3rd violation) = Records kept permanently.

Violation Levels

	1st Violation	2nd Violation	3rd Violation	Tenant Responsibility
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Level I	Re-take the training course within 10-business days	Badge revocation for 24-hours and re-take training course within 5-business days	Badge revocation for 5-days and re-take training course on the next business day	3rd Infractions only: In writing by company manager acknowledging the infractions and stated counseling has taken place
Level II	Re-take the training course within 5-business days	Badge revocation for 5-business days and re-take training course by the next business day	Badge revocation for 30-calendar days and re-take training course before badge privileges are re-instated.	2nd and 3rd Infractions only: In writing by company manager acknowledging the infractions and stated counseling has taken place
Level III	Revocation of badge privileges for 5-business days and re-take training course, as applicable	Badge revocation for 30-calendar days and re-take training course, as applicable	Permanent revocation from AOA Access	All Infractions: In writing by company manager acknowledging the infractions and stated counseling has taken place
Fine or Revocation	Fine up to \$500	Fine up to \$1,000 and/or suspension of SBIAA permit or agreement as applicable	Fine up to \$5,000 and/or revocation of SBIAA permit or Agreement as applicable	

Type of Violation

	Level 1	Level 2	Level 3	Fine or Revocation

1. Moving Violations on AOA					
a.	Speeding on the AOA	•			
b.	Driving on AOA without a valid driver's license	•			
c.	Driving on Movement Area without Movement Area endorsement			•	
d.	Failure to use flashing lights, beacon or other approved vehicle identifying on the AOA		•		
e.	AOA/SIDA vehicle registration violation (Not displaying proper decals or permits)	•			
f.	Failure to yield to aircraft		•		
g.	Erratic or reckless driving	•			
h.	Parking vehicles and/or equipment within 15-ft. of fire hydrant or other fire control apparatus	•			
i.	Unsafe, careless or improper operation of aircraft		•		
j.	Failure to observe stop sign	•			
k.	Failure to use a marked service road		•		

		Level 1	Level 2	Level 3	Fine or Revocation
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2. Security Violations on AOA

a.	Failure to properly display an Airport Badge above the waist on the outermost garment in AOA/SIDA Areas	•			
b.	Allowing unauthorized access into the AOA /SIDA		•		
c.	Failure to secure vehicle gate or AOA/SIDA access door		•		
d.	Displaying a false, altered or forged Airport badge			•	•
e.	Improper entrance into the AOA or SIDA by piggybacking, tailgating, or not using an appropriate entrance into the SIDA		•		
f.	Lending one's own valid Airport badge to another person or using another one's Airport badge to gain access			•	•
g.	Using an expired Airport badge in the AOA/SIDA Areas		•		
h.	Improper personnel escort procedures		•		
i.	Entering AOA while Airport badge is suspended			•	•
j.	(Space intentionally left blank)				
k.	Improper vehicle escort procedures Permitting tailgate entry, abandoning escort, moving from AOA gate prematurely to it being secured	•			
l.	Failure to challenge an individual not displaying an Airport Badge within the AOA/SIDA Areas	•			

m.	Failing to report a challenge where Airport badge was not produced within the AOA or SIDA areas		•		
n.	Failure to report a security violation or suspicious activity within the AOA/SIDA	•			
o.	Failure to present a valid Airport badge when challenged by another Airport badge holder		•		
p.	Using an Airport badge that was previously reported as lost or stolen	•			
q.	Not waiting for authorized personnel when an alarm is activated to an AOA/SIDA access points	•			
r.	Entering the SIDA without proper Airport badge access			•	•
s.	Bypassing or escorting an individual with the intention of bypassing TSA screening checkpoint when travelling on a commercial flight			•	•
t.	Failure to cooperate with Airport Security/Police and/or Airport Operation personnel			•	
u.	Misuse of Authorized Signer privileges		•		•
v.	Circumventing security equipment or facilities or deliberately compromising Airport security			•	•
w.	Failure to disclose an arrest for a disqualifying offense			•	•

		Level 1	Level 2	Level 3	Fine or Revocation
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3. Environmental Violations

a.	Improper disposal of waste	•	•	•	•
b.	Unauthorized painting or Non Permitted painting		•		
c.	Unreported spills			•	•
d.	Improper containment of spills	•			
e.	Leaking GSE, Trucks or Vehicles				•
f.	Containment of open fluids and materials			•	•
g.	(Intentionally Left Blank)				

4. Safety and Health Violations

a.	Housekeeping violations: Blocking aisles/doorways/emergency exits. Leaving trash, FOD, falling hazards	•			
b.	No Labels, No Hazard signs posted on hazmat units	•			
c.	Electrical Safety Violations	•			
d.	Feeding animals or encouraging the congregation of animals	•			
e.	Failure to follow lockout/tag out procedures		•		
f.	Failure to follow proper confined space entry procedures	•			

		Level 1	Level 2	Level 3	Fine or Revocation
4. Safety and Health Violations, continued					
g.	Improper use or storage of hazardous chemicals	•			
h.	Failure to follow Hot Work Procedures		•		
i.	Fueling or defueling aircraft inside or within 50 ft. of hangar or building			•	
j.	Fueling or defueling aircraft while thunderstorms activity within 5-statute miles	•			
k.	Smoking on AOA	•			
l.	Parking fuel trucks within 50-ft. of structures			•	
m.	Conducting improper or prohibitive fueling activities or in unauthorized areas		•		
n.	Failure to have the proper fire extinguishing equipment while conducting fueling activities	•			
o.	Open flame operations on the AOA without SBIAA approval	•			
p.	Failure to properly dispose of Regulated Garbage			•	•
q.	Failure to report an accident or damage that was a result of a collision			•	

r.	Failure to follow proper procedures while operating fueling equipment			•	
s.	Discharging wash water into the storm water system			•	
t.	Washing an aircraft or vehicle in non-designated areas			•	
u.	Improper disposal of any substance in violation of the SWPPP or SBIAA Rules and Regulations			•	•

		Level 1	Level 2	Level 3	Fine or Revocation
5. Non-Moving Violations on AOA					
a.	Vehicle parked in No Parking Zone	•			
b.	Parking in Fire Lane	•			
c.	Starting engines or APU inside hangar or building			•	•
d.	Vehicle safety violation (missing seatbelts, lights, horn, brakes, etc.)				•
e.	Unauthorized use of the Airport for commercial use without valid Operating Permit			•	•
f.	Unauthorized construction, modification or improvement to airport facilities				•

g.	Failure to file and obtain approved FAA 7460-1 form for all crane, construction, or development activities within the AOA				•
h.	Unauthorized parking or storing derelict aircraft, vehicles or equipment				•
i.	Failure to adhere to operating agreements and permits i.e. Commercial Operating Permit & Special Events Permit				•
j.	Abandoning vehicles or Ground Support Equipment (GSE) on service roads or ramp/non-movement areas that are not designated for parking		•		
k.	Failure to secure a vehicle that is unattended or not in operation within the SIDA		•		
l.	Leaving unattended aircraft or vehicles in the wash racks		•		
m.	Prolonged storage of damaged/dismantled aircraft at tie-downs or unauthorized areas			•	



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 14

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2023-2024

SUMMARY

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

RECOMMENDED ACTION(S)

Approve certain Professional Services Agreements for Fiscal Year 2023-2024; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

These proposed agreement amounts are included in the proposed San Bernardino International Airport Authority (SBIAA) Fiscal Year Budget for 2023-2024. These agreements are billed on a time and charges, amount not to exceed basis. Services are rendered only when requested.

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

BACKGROUND INFORMATION

By separate motion for each agreement, approve the following agreements with various consultants for Fiscal Year 2023-2024 for the amounts specified, are presented. If approved, the Chief Executive Officer would execute the agreements. In all cases, services are performed and paid for on a time and charge basis for only those services requested and received.

<u>Consultant</u>	<u>Not-to-Exceed Amount</u>
A. Cole Huber, LLP	\$ 200,000.00
B. Mirau, Edwards, Lewin & Tooke, LLP	\$ 50,000.00
C. Climatec, LLC	\$ 50,000.00
D. Mead and Hunt, Inc.	\$ 80,000.00
E. David Turch and Associates	\$ 60,000.00
F. Boston Fox Tighe International – FBO Marketing	\$ 168,000.00
G. Boston Fox Tighe International – Airport Marketing	\$ 141,000.00
H. Tom Dodson & Associates	\$ 60,000.00
I. Three-2-One, Inc. DBA Imagine Systems	\$ 65,000.00
J. Aviatrix Communications, LLC. – Airline Marketing	\$ 492,000.00
K. Aviatrix Communications, LLC. - Good Neighbor Program	\$ 37,700.00
L. Arrowhead Consulting	\$ 30,000.00
M. CJMC Holdings, LLC	\$ 55,000.00
N. Eide Bailly, LLP	\$ 54,000.00
O. Ludwig Engineering Associates, Inc.	\$ 25,000.00
P. Coffman and Associates	\$ 30,000.00
Q. ExIM 20/20 Group, LLC	\$ 50,000.00
R. Allawos & Company	\$ 75,000.00
S. Hernandez, Kroone & Associates	\$ 100,000.00
T. Hughes Aerospace	\$ 58,200.00
U. AECOM Technical Services, Inc.	\$ 50,000.00
V. Right Energy Group, LLC	\$ 65,000.00
W. Richards and Associates	\$ 12,000.00
X. Jackhammer Movement	\$ 100,000.00

With the proposed adoption of the Fiscal Year 2023-2024 Budget, staff is recommending that the San Bernardino International Airport Authority (SBIAA) Commission enter into annual agreements with the various consultants for the aforementioned period. These consulting contracts include the continuation of existing agreements with consultants that have been serving the Airport in prior years. Each possesses tacit knowledge, expertise, and/or render specific services that the SBIAA needs on certain projects. Historically, the SBIAA has found it to be more economical to hire a specialist when needed, rather than employ full-time staff members for each specialty.

As with the previous year, these agreements will expire at the end of the Fiscal Year 2023-2024, and any amendments to these agreements in excess of the approved amounts or the CEO's purchasing authority, as appropriate, will be brought back to the Commission for approval.

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

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

N. Eide Bailly, LLP	Independent Auditing Services. Preparation of Annual Audit and Single Audit reports.
O. Ludwig Engineering Associates, Inc.	On-Call General Professional Engineering Services.
P. Coffman and Associates	Airport planning and Environmental Assessment services.
Q. ExIM 20/20 Group, LLC	International trade support services.
R. Allawos & Company	Solar and Green Energy projects.
S. Hernandez, Kroone & Associates	On-Call General Professional Engineering Services.
T. Hughes Aerospace	Conduct FAR Part 97 public instrument flight procedure inspections and maintenance.
U. AECOM Technical Services, Inc.	On-Call Specialized Airport Engineering Services.
V. Right Energy Group	Technical and advisory services for airport green energy programs.
W. Richards and Associates	Cost accounting advisory services for airport and federal cost allocation plans.
X. Jackhammer Movement	Event marketing and creative services.

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

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

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

Attachments:

1. Standard Form of Agreement.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

[CONSULTANT NAME]

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective **DATE**, 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 **CONSULTANT NAME**. (the "Consultant").

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

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

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate **DATE** (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 **_____ Dollars (\$ __, __)** for the Term of this Agreement.

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

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

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

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

E. Each invoice of the Consultant shall set forth the time and expenses of the Consultant incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants utilized by the Consultant, during the time period covered by the invoice, a description of the 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.

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

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

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

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

(4) Additional Insured Endorsement. The "San Bernardino International Airport Authority" shall be named by endorsement as an "Additional Insured" under the Consultant's Commercial General Liability Insurance Coverage. The Additional Insured Endorsement must be on ISO Form CG 20 10 07 04 or an available equivalent acceptable to the

SBIAA, with such modifications as the SBIAA may require. The Consultant's general liability coverage shall be primary.

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

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

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

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

Consultant shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for SBIAA to establish unequivocal ownership of the maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to SBIAA's rights, title and/or interest.

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

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

11. DEFAULT AND REMEDIES.

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

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

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and

the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

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

12. TERMINATION.

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

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

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

CONSULTANT:	Consultant Name
	Consultant Address
	City, State and Zip Code

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

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

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

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

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

(initial here)

17. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS.

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

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

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

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission (“FPPC”) regarding campaign contributions to appointed members of the governing body of the SBIAA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the SBIAA, (ii) any election committee of any member of the governing body of the SBIAA, (iii) any

“friends of” election committee of any member of the governing body of the SBIAA, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the SBIAA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the SBIAA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the SBIAA and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the SBIAA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

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

(initial here)

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

By the execution and acceptance of this Agreement with the SBIAA, the Consultant hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by SBIAA legal counsel or the Assistant Secretary of the Commission, the Consultant shall submit, and/or cause its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement to submit, to the Assistant Secretary of the Commission any reporting form or filing published and/or required by the FPPC which SBIAA legal counsel or the Assistant Secretary of the Commission should deem appropriate and so request of the Consultant, properly and fully completed in accordance with

the instructions of the FPPC, which instructions shall be provided to Consultant by the Assistant Secretary of the Commission, identifying the appropriate and necessary economic disclosures of the Consultant, its employees and/or agents who perform services by, through or on behalf of the Consultant to the SBIAA pursuant to this Agreement.

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

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

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

(initial here)

21. CONSULTANT INTERESTS ADVERSE TO THE SBIAA. Consultant hereby represents that it has no interests adverse to the SBIAA or its individual member entities, at the time of execution of this Agreement. Consultant hereby agrees that, during the Term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the SBIAA or its individual member entities. Additionally, Consultant hereby represents and warrants to SBIAA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have and, during the Term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership interests, business

interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to the SBIAA as set forth in this Agreement.

22. 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.

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]

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

SBIAA

Dated: _____

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jennifer Farris,
Assistant Secretary of the Commission

Approved as to form and legal content:

Scott Huber: Legal Counsel

Consultant

Dated: _____

Consultant Name

By: _____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

DRAFT

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)

DRAFT



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 15

PRESENTER: Jonathan Galvan, Airport Manager

SUBJECT: APPROVE THE PURCHASE OF THREE (3) 2023 FORD HYBRID MAVERICK VEHICLES TO BE USED AS AIRPORT OPERATIONS AND MAINTENANCE SUPPORT VEHICLES FROM KEN GRODY FORD IN AN AMOUNT NOT TO EXCEED A COMBINED TOTAL OF \$86,630.43

SUMMARY

The Airport Grounds Operations and Maintenance Departments have experienced substantial personnel growth since the launch of commercial passenger services. Due to this growth, along with current support vehicles' conditions beyond economic repair, vehicles are needed in these departments to continue efficient efforts on the airfield and surrounding airport property areas. Three (3) vendors were contacted with requests for quotes for Ford Hybrid Mavericks, and three (3) quotes were obtained. While Fairview/Fairway Ford came in at a slightly lower cost, they could not hold the vehicles and sold them before approval could take place. As a result, Ken Grody Ford is now the lowest apparent bidder with the vehicles available for sale for a combined total of \$86,630.43, including DMV Fees, Title, and Taxes.

RECOMMENDED ACTION(S)

Approve the purchase of three (3) 2023 Ford Hybrid Mavericks for Airport Operations and Airport Maintenance in an amount inclusive of Taxes, Titling, and DMV Fees totaling \$86,630.43 with Ken Grody Ford; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. If the event the proposed budget is approved on today's agenda, funding for these asset acquisitions would be included in the then approved SBIAA Fiscal Year 2023-2024 budget in the General Fund, Account 50440 - Vehicle Replacement in the amount of \$516,000 of which \$86,630.43 is allocated to this purchase.

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

The Airfield Operations department ensures daily Federal Aviation Administration (FAA) compliance on the airfield with a team of 12 personnel. The Grounds Maintenance Department provides services to the airfield, landside paved and landscaped areas with a team of 15.

Airfield Operations have an older vehicle in need of replacement, a 2008 Ford Escape with 113,336 miles and have the need for an additional vehicle to accommodate the team's personnel growth. Two of the three Ford Mavericks will be allocated to Airfield Operations.

In Airport Grounds Maintenance, due to the limited number of vehicles available to transport crew and equipment, coverage is limited at any given time. The third Ford Maverick vehicle will increase efficiency and allow for ground maintenance to provide more simultaneous property coverage locations.

Staff requests that the SBIAA Commission approve the above recommended action.

Attachments:

1. Quote Summary Sheet.



SBIAA
TABULATION OF QUOTES
 Ford Maverick Trucks



Number of Quotes Requested: 3

Number of Quotes Received: 3

VENDOR:		Ken Grody Ford Redlands					Fairview/Fairway Ford					Raceway Ford				
PHONE:		909-499-4422					909-386-0281					951-784-1000				
CONTACT:		Lax (Lakmini) Weerasinghe					Todd Eff					Brandon Ramirez				
ITEM	Make/ Model	Vehicle Price	Doc Fee	Tire/ Battery Fee	Other Fees	Sales Tax	Vehicle Price	Doc Fee	Tire Battery Fee	Other Fees	Sales Tax	Vehicle Price	Doc Fee	Tire Battery Fee	Other Fees	Sales Tax
1	Ford Maverick	\$26,430.00	\$85.00	\$8.75	\$33.00	\$2,320.06	\$25,890.00	\$0.00	\$8.75	\$0.00	\$2,265.38	\$36,800.00	unknown	unknown	unknown	unknown
TOTAL COST/EACH		\$28,876.81					\$28,164.13					\$36,800.00				
TOTAL OUT THE DOOR COST FOR QUANTITY 3		\$86,630.43					\$84,492.39					\$110,400.00				

***Vehicles at Fairview/Fairway Ford have sold and are no longer available
 ***Vehicle at Raceway Ford is used, and priced higher than the new Mavericks



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 16

PRESENTER: Jonathan Galvan, Airport Manager

SUBJECT: APPROVE AN AWARD FOR A MULTI-YEAR CONTRACT WITH THERMA, LLC IN AN AMOUNT NOT TO EXCEED \$510,887.00 FOR PREVENTATIVE MAINTENANCE OF HEATING VENTILATION AND AIR CONDITIONING (HVAC) SYSTEMS FOR CERTAIN SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) OWNED BUILDINGS

SUMMARY

Approval of this item would award a two (2)-year contract with two (2)-each, one (1)-year extension options to Therma, LLC for preventative maintenance and miscellaneous repairs of HVAC systems on the following SBIAA owned buildings: Building 673 (Domestic Terminal), Building 610 (Guang Lin Cafe), Building 730, Building 680 (Fire Station), Building 697 (Air Cargo), Building 674 (Offices), Building 794 (Control Tower), FBO Hangar, Building 759, IAF (3-Story Customs), Building 339, Building 56, Sheriff's Hangar, and Car Rental Facility.

RECOMMENDED ACTION(S)

Approve a two (2)-year contact with two (2)-each, one (1)-year extension options with Therma, LLC in an amount not to exceed \$510,887.00 over a four (4)-year period for preventative maintenance of Heating, Ventilation and Air Conditioning (HVAC) systems on certain San Bernardino International Airport Authority (SBIAA) owned buildings; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. If the event the proposed budget is approved on today's agenda, funding for this agreement would be included in the then approved SBIAA Fiscal Year 2023-2024 budget among the General (\$64,500), Property Management (\$54,500), and Luxivair-SBD (FBO) (\$74,000) funds, Account 50418 - HVAC in the amount of \$122,300.

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

A Request for Proposals (RFP) for HVAC system maintenance was issued on May 1, 2023, inviting qualified contractors to submit combined proposals to provide preventative maintenance on certain SBIAA and Inland Valley Development Agency (IVDA) owned buildings.

A mandatory job walk was conducted on May 10, 2023, which was attended by six (6) potential vendors. In addition to specifying preventative maintenance costs, the RFP required contractors to provide labor rates and standard parts markup for HVAC repairs that may be required beyond the preventative maintenance scope as specified in the RFP. Proposals were required to be submitted as inclusive of both SBIAA and IVDA facilities. Therma, LLC provided the lowest combined cost proposal for HVAC services, with a cost for SBIAA owned buildings in the amount of \$510,877.00 over a four-year term, with an additional miscellaneous repairs amount allotted at the established rates and charges submitted in the company's proposal, as required by the RFP.

The proposed contract with Therma, LLC over a four year period would be \$510,887.00 for preventative maintenance services over the term of the contract. Staff would allocate budget funds during future fiscal years to cover the remaining three (3)-year terms of the service agreement.

Staff recommends that the Commission approve the above recommended action.

Attachments:

1. Therma, LLC Proposal.
2. Bid Tabulation.
3. Draft Service Agreement.



Preventive Maintenance Service Agreement

Prepared for:



Inland Valley Development Agency & San Bernardino International Airport Authority
1601 E 3rd St., San Bernardino, CA 92408

Therma LLC
2390 Bateman Avenue
Irwindale, CA 91010
License #1027316
Client-Driven Mechanical Solutions Provider

877-247-THERMA
www.therma.com



June 1, 2023

San Bernardino International Airport Authority

1601 E. 3rd St.

San Bernardino, CA 91408

Attn: Shauntil Carvalho

RE: Standard Preventative Service Program

Dear Shauntil,

Therma is pleased to provide the Inland Valley Development Agency and San Bernardino International Airport Authority with this preventative maintenance service program proposal for the HVAC equipment.

Thank you for considering Therma for your HVAC supplier. Please give me a call if you have any questions or need further information. If this proposal is acceptable, please email a signed copy to my attention at jose.jimenez@therma.com

Sincerely,

A black rectangular box redacting the signature of the sender.

Account Manager

Cell: (626) 771-7627

Service Direct: (877) 24-7-THERMA

Therma employees work on a consultive basis and receive no commissions or bonuses of any type. Our philosophy is to provide recommendations that are value based, price sensitive and meet the needs of our customers.



Equipment List

LOCATION: DFAS #1 – 1111 EAST MILL STREET	
Software Name: Andover / Mfg: Schneider Electric	
3 each A/C Units: Data Aire, 1 Ton, Straight Cool	Filters: 2 each - 16"x16"x2" Filters: 1 each - 18"x20"x2"
2 each Unit# A-SU18CL, A/C Units: Fujitsu Malcyon Inverter	Washable filters
4 each Unit# CP89SWSIAF 3010 460, A/C Units: York, 7-1/2 Ton	Filters: 4 each – 24"x24"x4" Filters: 4 each – 12"x24"x4"
1 each Unit# YSCACADO-CFD, A/C Units: York, Chiller R22 650 lbs	
1 each Unit# YSCACADO-CFD, A/C Units: York, Chiller R22 650 lbs	
2 each Unit# 275WG, A/C Units: Rite, Boilers	
2 each Unit# F2462N, A/C Units: Baltimore Aircoil, Cooling Tower	
2 each Unit# YCJD245I5IHA, A/C Units: York, 2 Ton, R410A	Filters: 1 each – 16"x20"x1" (2 nd floor IT Room)
LOCATION: BUILDING #48 (IVDA ADMINISTRATION) – 1601 EAST THIRD STREET	
2 each Unit# UNPN0036, A/C Units: Yaskawa (speed drive)	Washable filters
1 each Unit# H3-0652B, A/C Units: RayPak Hi Delta, 546,000 BTU, Gas broiler	
1 each Unit# LRWB3K12, A/C Units: Evapco West, Fluid cooling tower	
2 each Unit# EC072-3HZC, A/C Units: FHP, Water source heat pump	Filters: 16"x20"x1" Filters: 18"x20"x1"
1 each Unit# ES042-3HZC, A/C Units: FHP, Water source heat pump	Filters: 20"x20"x1"
1 each Unit# EC036-3HZC, A/C Units: FHP, Water source heat pump	Filters: 20"x30"x1"
5 each Unit# EC096-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 16"x20"x1" Filters: 18"x20"x1"
3 each Unit# EP048-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 16"x24"x1"
1 each Unit# EC030-3HZC, A/C Units: FHP (Air Handler), Water source heat pump	Filters: 20"x30"x1"
2 each Unit# ES060-3HZC, A/C Units: FHP, Water source heat pump	Filters: 2 each – 18"x20"x1" Filters: 2 each – 16"x20"x1"
1 each Unit# 70 ACE-70ACEB, A/C Units: Cook (fan)	
2 each Unit# 120 ACE-120ACEB, A/C Units: Cook (fan)	
2 each Unit# PU4-A42NHA3, A/C Units: Mitsubishi, NA Heating/R410A	Washable Filters (IT Room)
6 each Unit# 135 ACE-135ACEB, A/C Units: Cook (exhaust fan)	
3 each Unit# 80 ACE-80ACEB, A/C Units: Cook (exhaust fan)	
6 each Unit# 100 ACE-100ACEB, A/C Units: Cook (exhaust fan)	
LOCATION: BUILDING #58 – 195 NORTH DEL ROSA AVENUE	
1 each Unit# B3HP06A45A, A/C Units: York, NA Heating/R22	Filters: 2 each – 14"x22"x1"
2 each Unit# D1425, A/C Units: Phoenix Swamp Cooler	
2 each Swamp cooler units	



San Bernardino International Airport Authority Locations

LOCATION: BUILDING #673 (DOMESTIC TERMINAL) – 107 NORTH LELAND NORTON WAY	
2 each Unit# 50A4-051FF-21212, A/C Units: Carrier (South Side), NA Heating/R22	Filters: 4 each – 20"x24"x4" Filters: 4 each – 20"x20"x4"
2 each Unit# 50A4-051FF-21212, A/C Units: Carrier (North Side), NA Heating/R22	Filters: 4 each – 20"x24"x4" Filters: 4 each – 20"x20"x4"
6 each Unit# 48PGLC12-M-69042, A/C Units: Carrier (Roof), Refrigerant, 13.7lbs, Gas Heating/R410A	Filters: 4 each – 20"x25"x2"
1 each Unit# MX28B48NA, A/C Units: Mitsubishi, Heat Pump/R410A	Washable Filters (IT Room)
1 each Unit# 38HR060---5, A/C Units: Carrier, 3 ton, NA Heating/R410A	Washable Filter
1 each Data Aire, NA Heating	Filters: 1 each – 20"x20"x1"
1 each Unit# 38HDF029---3, A/C Units: Carrier, 3 ton, NA Heating/R410A	Washable Filter (Room 130A)
1 each Unit# H9-2002BE, Broiler Unit: Raypak Hi Delta, Size: 1,999,000BTU/HR/ Output: 1,739,000	
1 each Unit# 38HDR060---5, A/C Units: Carrier, NA Heating/R410A	Washable Filter (Room 156)
1 each Unit# 38HDR060---5, A/C Units: Carrier, NA Heating/R410A	(Room 148)
1 each Unit# LP1111WXR4, A/C Units: LG	
1 each Unit# EF-4 180ACE 180 ACEB, Units: Cook, NA (exhaust fan)	NA Filters
4 each Jet Bridges – Unit# GPCIGPIT, Unit: Goodman	
3 each Jet Bridges – Unit# XPC-5010-113-16-30, Unit: Jetaire Pre-conditioned Air, R22 Refrigerant	
LOCATION: BUILDING #680 (FIRE STATION) – 165 SOUTH LELAND NORTON WAY	
1 each Unit# WHR025C1, A/C Units: McQuay Season Pak Air Handler, Water chiller R22 50 lbs	Filters: 2 each – 16"x20"x2" Filters: 6 each – 16"x25"x2"
16 units – Coils, Hot Water	
1 each Broiler, A/C Unit: Ingersolland T30, Gas	
1 each Water Tower, Unit# 4725 1182, A/C Unit: Marley Aqua Tower	
1 each system dryer, Unit# HPRS-10, A/C Unit# Dyer SPX Hankison, NA/Electric	
LOCATION: BUILDING #794 (CONTROL TOWER) – 275 SOUTH LELAND NORTON WAY	
1 each Unit# CHACC151HBN2222K, A/C Units: Trane (chiller), 15 ton, serial# L87H03714, Chiller no heating	
1 each Unit# CHACC151HBN2222K, A/C Units: Trane (chiller), 15 ton, Chiller no heating	



1 each Unit# CCBB10C3G60, A/C Units: Trane (fan coil), Controlled by pneumatic (7th Floor)	
1 each Unit# X39500196-01J, A/C Units: Trane, Controlled by pneumatic (10th Floor)	Filters: 2 each – Pleated 24"x24"x2" Filters: 2 each – Rigid 24"x24"x12" Filters: 3 each – 12"x24"x2"
1 each Unit# ACP-C0S-053118, A/C Units: A.C.P. Air Compressor	
1 each Unit# Hankison Air Dryer, (For pneumatic control dryer)	
LOCATION: BUILDING #674 (OFFICES) – 225 NORTH LELAND NORTON WAY	
3 each Unit# DJ048N6NYAAA2, A/C Units: York, 4 ton, Gas Heating/R22, System: 10lbs 8oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
1 each Unit# DJ036N04NYAAA2, A/C Units: York, 3 ton, Gas Heating/R22, System: 9lbs 4oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
1 each Unit# DF090N110NYAAAYB, A/C Units: York, 7.5 ton, Gas Heating/R22, System: 5lbs 4oz	Filters: 4 each – 16"x24"x2"
1 each Unit# MSY-D36VA Condenser / MSYA24NA Evap. A/C Units: Mitsubishi, 3 ton	Washable Filter (IT Room)
LOCATION: INTERNATIONAL ARRIVALS FACILITY (IAF CUSTOMS – 3 Story Building) 275 NORTH LELAND NORTON WAY	
2 each Unit# 2H120N15N4AAA5A, A/C Units: York, 10 ton, NA Heating/R410A, System: 7lbs 14oz	Filters: 4 each – 20"x24"x2"
7 each Unit# 2F036N08N4AAA1A, A/C Units: York, 3 ton, NA Heating/R410A, System: 4lbs 14oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
2 each Unit# 2F060N08T4AAA1A, A/C Units: York, 5 ton, NA Heating/R410A, System: 4lbs 15oz	Filters: 1 each – 20"x30"x1" Filters: 1 each – 14"x25"x1"
2 each Unit# 2H150N15N4AAA5A, A/C Units: York, 12.5 ton, NA Heating/R460A, System: 8lbs 12oz	Filters: 4 each – 20"x24"x2"
2 each Unit# 2H090N10N4AAA5A, A/C Units: York, 7.5 ton, NA Heating/R410A, System: 6lbs	Filters: 4 each – 16"x24"x2"
1 each Unit# 2H150N15N4AAA5A, A/C Units: York, 12.5 ton, NA Heating/R410A, System: 8lbs 12oz	Filters: 2 each – 20"x24"x2"
1 each Unit# 2H102N10N4AAA5A, A/C Units: York, 8.5 ton, NA Heating/R410A	Filters: 4 each – 20"x24"x2"
3 each Unit# PUY-A24NAY, A/C Units: Mitsubishi, 2 ton, NA Heating/R410A, System: 6lbs 10oz	Washable Filters (IT Room)
3 each Unit# PUY-A36NHAY, A/C Units: Mitsubishi, 3 ton, NA Heating/R410A, System: 6lbs	Washable Filters (IT Room)
1 each Unit# PUY-A42NHAY, A/C Units: Mitsubishi, 4 ton, NA Heating/R410A, System: 10lbs	Washable Filters (IT Room)
1 each Unit# 180 ACE-180C6B50, A/C Units: Cook (exhaust fan)	
1 each Unit# 135 ACE-135ACEB, A/C Units: Cook (exhaust fan)	
1 each Unit# 60 ACE-60ACEB, A/C Units: Cook (exhaust fan)	
1 each Unit# 180 ACE-180C6B50, A/C Units: Cook (exhaust fan)	
1 each Unit# 80 SRSH-S0RSHB, A/C Units: Cook (exhaust fan)	
1 each Jet Bridge, Unit# PHD360000K000CI, R410A, Refrigerant	
LOCATION: BUILDING #759 – 294 SOUTH LELAND NORTON WAY	
1 each Unit# T-760, Boiler Unit: Parker, Size: 760,000 BTU	
1 each Unit# VT480000AV / NH20150328, Compressor Unit: Speedaire Compressor	



1 each Unit# HPR5-10, Dryer Unit: SPX Hankison	
1 each Carrier Chiller, Unit: 30HK040-530, Refrigerant, 35lbs, R22	
1 each Baltimore Aircoil Cooling Tower, Unit# F2732-H	
25 each A/C Units: Carrier Fan Coils	Filters: 6 each – 16"x20"x2" Filters: 3 each – 16"x30"x2" Filters: 15 each – 16"x25"x2"
LOCATION: BUILDING #730 – 285 SOUTH LELAND NORTON WAY	
1 each Unit# 30HXC096R—640BA-1, Chiller Units: Carrier	
1 each Unit# CFN501PM, Broiler Unit: Lochinvar / Control #M-7	
1 each Baltimore Aircoil Cooling Tower, Unit# VXT-950	
33 each A/C Units: Carrier Fan Coils	Filters: 29 each – 10"x24"x1" Filters: 2 each – 16"x20"x1" Filters: 1 each – 16"x25"x1" Filters: 1 each – 15"x30"x1"
LOCATION: BUILDING #56 – 115 NORTH DEL ROSA AVENUE	
1 each Unit#: PX4877V05088, Air Compressor Unit: Ingersoll Rand	
1 each Unit#: H3-0402, Broiler Unit: Raypack Hi Delta, Size: 336,000 BTU, 3 hot water coils	
1 each Unit# 39MN30B0057W811XXS, Chiller Unit: Carrier, NA Heating	Filters: 8 each – 16"x25"x2"
1 each Unit# 30RAN055E—611DT, Chiller Unit: Carrier, 55 ton, NA Heating/R22	
1 each Unit# 50HJ0005---631--, A/C Units: Carrier Weather Master, 4 ton, NA Heating/R22 (4 ton)	Filters: 2 each – 16"x25"x2"
1 each Unit# H5A4R01R0AV, A/C Units: Trane Air Handler, NA Heating/R22	Filters: 4 each – 20"x20"x2" Filters: 24 each – 16"x20"x2"
1 each Unit# 50HJQ008—621--, A/C Units: Carrier Weather Master, 7.5 ton, NA Heating/R22	Filters: 4 each – 16"x20"x2"
1 each Unit# 50HJQ008---621--, A/C Units: Carrier, NA Heating/R22	Filters: 4 each – 16"x16"x2"
LOCATION: BUILDING 610 (GUANG LIN CAFÉ) – 157 SOUTH DEL ROSA AVENUE	
4 each Unit# KGA09254B24, A/C Unit: Lennox AC, Gas Heating/R410A	Filters: 4 each – 20"x25"x2"
1 each Unit# TEHA030L6-HS2b-F, A/C Unit: Trenton Refrigeration, Electric Heating/R404A/R507 (Walk-in freezer unit)	
1 each Unit# TEHA015E6-HS2b-B, A/C Unit: Trenton Refrigeration, Electric Heating/R404A/R507 (Walk-in freezer unit)	
2 each Unit# 4101 SD, A/C Unit: Champion Cooler, Evaporative Air Cooler (swamp cooler)	
1 each Unit# FS350A, A/C Unit: Frigiking, Evaporative Air Cooler (swamp cooler)	
1 each Unit# FS650A, A/C Unit: Frigiking, Evaporative Air Cooler, swamp cooler)	
1 each Unit# Exhaust Fan (NCA8FA), A/C Unit: Captive Air Systems	
2 each Unit# Exhaust Fan (NCA14FA), A/C Unit: Captive Air Systems	
LOCATION: BUILDING 697 (Cargo Building) – 215 NORTH LELAND NORTON WAY	
1 each Unit# XP078C00N4AAA5A, A/C Unit: York, Heat Pump/R410A, System: 9lbs 4oz.	Filters: 4 each – 16"x24"x2"
1 each Unit# MUY-GE24NA, A/C Unit: Mitsubishi, NA Heating/R410A, System: 4lbs 3oz.	Washable Filters
1 each Unit# Exahust Fan 70 ACE 70ACEB, A/C Unit: Cook	



1 each Unit# Exhaust Fan100 ACE 100 ACEB, A/C Unit: Cook	
--	--

LOCATION: FBO HANGER – 2027 PERIMETER ROAD	
1 each Unit#: DF078N10N4AAA3D, A/C Units: York, 6.5 ton, Gas Heating/R22 (6lbs)	Filters: 4 each – 20"x25"x2"
1 each Unit# MUY-GA24NA Cond/MSY GA24NA Evap., A/C Units: Mitsubishi, 2 ton, NA Heating/R410A, Size: 10lbs 8oz	Washable Filters (IT Room)
1 each Unit# DJ048N06NYAAA2B, A/C Unit: York, 4 ton, Gas Heating/R22, Size: 10lbs 8oz	Filters: 1 each – 20"x30"x1" Filters: 1 each - 14"x25"1"
2 each Unit# DJ060N08NYAAA3A, A/C Unit: York, 5 ton, Gas Heating/R22, Size: 11lbs 8oz	Filters: 1 each – 14"x25"x1" Filters: 1 each – 20"x30"x1"
1 each Unit# 80 ACEB, Units: Cook (exhaust fan)	

ADDITIONAL EQUIPMENT AND LOCATIONS: *(further details will be given on the job walk)

*The following listed equipment will be listed as an **OPTION** for the HVAC service contract:*

LOCATION:	EQUIPMENT:
Office Trailer 313	2 each, A/C Wall Mount Unit, Model: BARD WA631-A10XXUXXX, R22 Refrigerant, 68oz.
Office Trailer 795	A/C Wall Mount Unit
Office Trailer - Car Rental Area	A/C Wall Mount Unit
Parking Lot Ticket Kiosks	A/C Unit
Airport Gate #2	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit
Airport Gate #3	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit
Airport Gate #10	Ice Qube Vertical Mount Extra Slim, 120V A/C Unit



SHERIFF'S HANGAR

Condenser Units				
1	3 Each	Carrier	unit# 25HHAY60A600	refrigerant R410A 11.82 lbs
2	3 Each	Carrier	unit# 38AUQB07A0M6A0A0C0	refrigerant R410A 11.82 lbs
3	2 Each	Carrier	unit # 25HHA46A0060016	refrigerant R410A 11.82 lbs
4	1 Each	Carrier	unit # 25HHA430A0030010	refrigerant R410A 12.07 lbs
5	1 Each	Carrier	unit # 38AUQB07A0M6A0A0C0	refrigerant R410A 9 lbs
6	2 Each	Toshiba	unit # RAS.17EACV-VL	refrigerant R410A 3.09 lbs
7	1 Each	Manitowoc Ice Make	unit # JC0995.2	
Evaporative Air Cooler				
1	5 Each	Aerocool	unit # ID500 & 1S500 Model # WS080A	
Heaters				
1	6 Each	Reznor	400,000 BTU Gas fired heaters	
Exhaust Fans				
1	9 Each	unit # 120 PR 12 PR	unit Cooks/NA Filter	
2	3 Each	unit # 30 ACE	30 Ace 3, unit Cooks/NA Filter	
3	1 Each	unit # 70 ACE	70 ACE B, unit Cooks/NA Filter	
4	1 Each	unit # 165 ACE	165 ACE B, unit Cooks/NA Filter	



Luxivair FBO						
Equipment List						
MAKE	TYPE	MODEL	SERIAL	HPff ON	LOCATION	UNIT
FHP	WSHP	EC036-4HCZ	SEI 11223	3	TBD	AC-1
FHP	WSHP	EC048-4HCZ	SEI11474	4	TBD	AC-2
FHP	WSHP	EC030-4HCZ	SEI11300	2.5	TBD	AC-3
FHP	WSHP	EC036-4HCZ	SEI 11292	3	TBD	AC-5
FHP	WSHP	EC096-4HCZ	SEI 11527	8	TBD	AC-6
FHP	WSHP	EC096-4HCZ	SEI 11586	8	TBD	AC-7
FHP	WSHP	EC060-4HCZ	SEI11318	5	TBD	AC-8
FHP	WSHP	EC060-4HCZ	SEI 11319	5	TBD	AC-9
FHP	WSHP	EC060-4HCZ	SEI 1320	5	TBD	AC-10
FHP	WSHP	EC072-4HCZ	SEI11467	6	TBD	AC-11
FHP	WSHP	EC030-4HCZ	SEI11301	2.5	TBD	AC-12
Mitsubishi	Fan Coil	PKA-A24FA	8YA0I 106A		Garage Elec. Rm	FC-1
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U00130C		North Roof	CU-1
Mitsubishi	Fan Coil	PKA-A24FA	8YA01169A		Garage Elec. Rm	FC-2
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U00145C		North Roof	CU-2
Mitsubishi	Fan Coil	MSY-A24 NA	8003628		2nd Floor. Serv. Rm.	FC-N/A
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U00148C		TBD	CU-3
Mitsubishi	Fan Coil	MSY-A24NA	8003125		Flight Plan Elec. Rm.	FC-N/A
Mitsubishi	Condensing Unit	MUY-A24NA-I	8001067T		TBD	CU-4
Mitsubishi	Fan Coil	MSY-D36NA	9000364		North Server Room	FC-5
Mitsubishi	Condensing Unit	MUY-O36NA- I	9000514T		North Roof	CU-5
Mitsubishi	Fan Coil	MSY-D36NA	9000739		North Server Room	FC-6
Mitsubishi	Condensing Unit	MUY-D36NA-I	9000519T		North Roof	CU-6
Mitsubishi	Fan Coil	MSY-GA24NA	0001439		1st Floor. Serv. Rm.	FC-7
Mitsubishi	Condensing Unit	MUY-A24NA-1	8002927T		South Roof	CU-7
Mitsubishi	Fan Coil	PKA-A24FA	8YA01129		Flight Plan Elev. Mach.	FC-N/A
Mitsubishi	Condensing Unit	PUY-A24NHA3	94U001790T		TBD	CU-8
Trane	Pkg. Unit >=25	WSC048H4R0A02	190410008L		South Roof	PU-1
Cook	Exhaust Fan	135ACE 135ACEB	138SC67616-		Roof	EX- I
Cook	Exhaust fan	135ACE 135ACE B	I 38SC67616-00		TBD	EX-N/A
TBD	Boiler	TBD	TBD			
TBD	Cooling Tower	TBD	TBD			
Monthly water treatment needed. Belts to be replaced annually.						
The filters listed are to be replaced Quarterly:						
QTY	SIZE			TYPE		
20	18x20x1			Pleate d		
4	18x18x1			Pleated		
2	20x20x2			Pleated		
2	15x20x2			Plea ted		
1	12x12xl			Pleated		



Service Frequencies

Quarterly Operational (4x per year)

- **Test and Inspect:** (Water Source Heat Pumps, Evaporative Coolers, Cooling Towers/Fluid Coolers, Boilers, Unit Heaters, Air Compressors/Air Dryers, Walk-in Freezers, Ice Machines)
- **Merv-11 Filter Replacement:** (List Equipment Covered)

Bi-Monthly Comprehensive (6x per year)

- **Test and Inspect:** (Split Systems, Package Units, Air Handlers, Exhaust Fans, Chillers, VFDs)

Annual Comprehensive (1x per year)

- **Condenser Coil Cleaning:** (Condensing Units, Package Units, Air Cooled Chillers)
- **Drain and flush:** (Cooling Towers)
- **Chiller Tube Brushing**
- **Eddy Current Testing: ADD \$950.00 Per Chiller, if needed**
- **Base scope includes annual leak check based upon functional and operating refrigerant monitoring system.**

Exclusions:

- HEPA Filters
- MERV-13 Filters
- Cooler Pad Replacement for Swamp Coolers
- Belt changes, to be priced separately as needed
- Automation service or programming
- Anything not mentioned in this proposal

Repairs

- Any repairs or recommendations found during the preventative maintenance will be quoted separately.

Deliverables

- A service report will be provided at the completion of each service inspection noting the work performed, materials used, and any recommendations for repairs or additional services.



Equipment Tasking

Preventative Maintenance: Bi-monthly (every 60 days) basis

The Contractor shall perform as much maintenance as possible during each scheduled visit. This work aims to maintain the equipment per the manufacturer's recommendations and reduce downtime, repair cost, and equipment failure. Excluded from the Scope of Preventative Maintenance is the cost of oil analysis and repair parts not included as part of preventative maintenance as indicated by the contractor. These items require the prior approval of the designated AGENCIES representative. These costs shall be at the labor rates and parts markup established by the Contractor as provided in Exhibit "C". Invoices submitted for payment shall include a copy of the original purchase receipt and all invoices paid by the contractor for parts and materials. These copies will be used as the basis for parts markups billed to AGENCIES. Any markups are for parts and materials only and cannot include any labor charges.

II. Equipment Tasking: Bi-monthly (every 60 days) basis. The following tasks for each equipment type will be performed at planned intervals. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

SPECIAL NOTE: The following services are typical of HVAC service. Additional services may be required as industry, or manufacturer-recommended services arise and shall be covered in the contract cost.

Rooftop Packaged Units:

- o Lock out and tag out equipment as required.
- o Check all electrical wiring and connections. Tighten as required.
- o Check all motor starter contactor surfaces for wear.
- o Clean electrical control enclosures.
- o Lubricate air handling unit motor bearings and fan bearings, if applicable.
- o Check air handling unit belts for wear.
- o Check belt tension and sheave alignment.
- o ~~Change belts as required.~~
- o Check the condition of the evaporator coils. Chemically clean as required.
- o Check and clean condensate drains, drain line, and pan annually.
- o Inspect air handling unit fan assembly.
- o Lubricate condenser motors as required.
- o Chemically clean condenser coil and fan blades annually.
- o Check the structural integrity of the unit.
- o Check all mounting hardware and tighten as needed.
- o Check and calibrate controls.
- o Check the heat pump reversing valve. (Heat Pump units)
- o Check refrigerant piping for chafing, abnormal vibration, and broken supports.
- o Check contactors and relays for pitting, wear, or damage.
- o Check furnace for proper operation (Gas Electric Units)

Exhaust Fans:

- o Lock out tag-out equipment as required.
- o Check all electrical wiring and connections and tighten as required.
- o Check all motor starter contactor surfaces for wear.
- o Clean starter and electrical control enclosures.
- o Lubricate motor bearings and fan bearings.
- o Check exhaust fan belts for wear and replace as required.
- o Check belt tension and sheave alignment. Adjust as required.
- o Inspect exhaust fan unit assembly.
- o Check all mounting hardware. Tighten as required.



Package, Gas Heat Electric Cool:

- o Change the filter quarterly on a minimum basis. Increase as necessary.
- o Check unit voltage and record.
- o Lubricate motors as required.
- o Check and adjust burners for proper flames.
- o Check for proper combustion and flue gas relief.
- o Record discharge temperature, heating, and cooling modes.
- o Record return air temperature.
- o Check and adjust operating and safety controls.

Air Handler:

- o Change filter quarterly.
- o Air filter housing integrity. Correct as needed.
- o Check the UV lamp if equipped. Clean or replace as required.
- o Check the control system and devices for proper operation. Repair, adjust & replace components to ensure operation.
- o Lockout tag-out equipment.
- o Check starter contacts for excessive wear.
- o Tighten all starter wire connections.
- o Check belts and adjust or replace as needed.
- o Check belt tension and sheave alignment. Adjust as required.
- o Meg-Ohm motor and record annually.
- o Check the fan motor's amps.
- o Clean and lubricate unit motor bearings and fan bearings.
- o Check the operation of economy dampers.
- o Lubricate all dampers and linkages as necessary.
- o Check the operation of the static vane (if applicable).
- o Visually check all coils for leaks (annually).
- o Check and record all coil delta T (annually).
- o Inspect all mounting hardware and tighten as needed.

Multi-zone Air Handler:

- o Change filter quarterly.
- o Lockout tag-out equipment.
- o Check fan motor amps.
- o Clean and lubricate components.
- o Check the operation of economy dampers.
- o Check the operation of static vane or dampers.
- o Check the operation of zone dampers.
- o Check and adjust operating and safety controls.

Package Chiller: Annual Basis

- o Lockout tag-out equipment.
- o Check condenser / Barrel tubes.
- o Check the Chiller barrel tube.
- o Check and record unit amp draw.
- o Check unit voltage and record.
- o Check unit pressures and record.



Chiller with Reciprocating Compressors:

- o Visually inspect equipment condition and operation.
- o Check for unusual vibration and noise.
- o Check for excessive temperatures and refrigerant leaks.
- o Check unit voltage and record.
- o Check unit operation and records.
- o Check unit operating hours and record them.
- o Check condenser pressure and record.
- o Check evaporator pressure and record.
- o Check the oil sump sight glass.
- o Record chilled water inlet temperature.
- o Record chilled water outlet temperature.
- o Check condenser water inlet.
- o Check condenser water outlet temperature.
- o Check compressor starter contacts for abnormal wear.

Variable Frequency Drive:

- o Check fault history report.
- o Check the operation of manual bypass.
- o Verify drive signal increase and decrease.
- o Check and tighten all electrical connections.
- o Check starter contacts for wear.

NOTE: And any other manufacturer-recommended routine work.

III. HVAC Air Quality Service: Bi-monthly (every 60 days) basis

This service will maintain indoor air quality by replacing all filters in air handlers and package units and cleaning internal ductwork and air registers to minimize dust and particles from collecting inside the ductwork and on air registers. This service will ensure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to an improved system and energy efficiency. Filters shall be supplied by the successful Contractor and must be, at minimum, the 30% - 40% pleated type. The filters included under this service are itemized on the List of Maintained Equipment. In the event the air filter material or cleaning requires different frequencies than indicated (due to changes in operating conditions), recommendations will be made for approval to the AGENCIES Representative to adjust the frequencies and any associated price.

IV. Specific Services: Annual Maintenance

The contractor will perform scheduled annual preventive maintenance following a program of standard routines as determined by experience, equipment application, and equipment operating hours recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the AGENCIES's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before a catastrophic failure occurs during the next operating season. The contractor will also recommend additional service(s) to enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment section.

Air Cooled Condenser Coil Cleaning: Quarterly Basis

Improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles or dirt build-up by using a brush, high-pressure air, chemical with a low-pressure wash, or chemical with a high-pressure wash based on the condition of the outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment.

Evaporator Coil and Cleaning: Quarterly Basis

The contractor will clean the air handling unit evaporator coils to help improve air circulation in the air distribution system and reduce dust and dirt. Coils will be cleaned at a mutually agreeable time between the Contractor and the AGENCIES Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coils. The contractor will utilize industry-standard devices that allow the proper cleaning of evaporator coils. The equipment included under this service is itemized in the List of Maintained Equipment.



Operating Inspection: Monthly Basis

The contractor will provide this service to ensure that mechanical equipment continues operating efficiently with few operational disruptions during the season. The contractor will provide routine operating inspection(s) to check system performance following a program of standard routines determined by experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the provided List of Maintained Equipment.

Operating Inspection – Heating: Monthly Basis

This service will help ensure mechanical equipment continues operating efficiently, safely, and with few operational disruptions during the season. The contractor will provide routine operating inspection(s) to check system performance following a program of standard routines determined by experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment.

Operating Inspection – Cooling: Monthly Basis

This service will help ensure mechanical equipment continues operating efficiently, safely, and with few operational disruptions during the season. The contractor will provide routine operating inspection(s) to check system performance following a program of standard routines determined by experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is in the Equipment Tasking section of this service agreement. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the List of Maintained Equipment.

V. Chemical Service Scope of Work: Monthly Basis

This work aims to maintain the equipment per the manufacturer's recommendations and reduce downtime, repair cost, and equipment failure. The successful Contractor shall be wholly responsible for all chemical services provided, whether a sub-contractor or the successful Contractor performs the work. Additionally, if a sub-contractor is used, the Contractor shall identify the name of the entity that will perform the chemical service and the cost in Exhibit "A". This chemical service shall include all parts, equipment, chemicals, labor, and ongoing repairs required to provide adequate chemical service through the entire term of the proposed contract.

- o Provide service reports to include the system's current water and system status
- o Schedule as necessary all tower water tests.
- o Provide all water treatment chemicals to include the following:
 - a) JSC-68 Inhibitor
 - b) JSM-98 Bio Treatment
 - c) JSM-97 Bio Treatment
 - d) JSB-32P Close Loop Treatment

The Contractor shall include the monthly cost of chemical services in Exhibit "A".



ADDITIONAL SCOPE

WATER SOURCE HEAT PUMP

Quarterly Operational

1. Replace filters.
2. Visually check for leaks on the refrigerant circuit as well as the water circuit.
3. Check electrical circuit for rub outs or potential rub outs.
4. Check evaporator coil for cleanliness/damage.
5. Inspect condensate pan for debris or deficiencies.
6. Inspect blower section. Inspect belt if applicable.
7. Inspect drain lines and secondary drain pan for debris or deficiencies. Inspect condensate pump if applicable.
8. Start and test operations.
9. Check the temperature splits across the evaporator coil.
10. Verify thermostat set points.
11. Clean up and dispose of dirty filters.

Annuals Comprehensive

1. Replace filters.
2. Visually check for leaks on the refrigerant circuit as well as the water circuit.
3. Check electrical circuit for rub outs or potential rub outs.
4. Tighten all electrical connections.
5. Check evaporator coil for cleanliness/damage.
6. Inspect condensate pan for debris or deficiencies.
7. Inspect blower section. ~~Replace belt if applicable.~~
8. Inspect drain lines and secondary drain pan for debris or deficiencies. Inspect condensate pump if applicable.
9. Isolate the strainer and remove then clean.
10. Back flush the heat exchanger. Put the strainer back together. Open water valves and insure water flow.
11. Inspect flow switch for proper operations.
12. Start and test for proper operations.
13. Check the temperature split across the evaporator coil.
14. Check temperature in/out of heat exchanger.
15. Check voltages and amps.
16. Verify thermostat set points.
17. Clean up and dispose of dirty filters.

COOLING TOWER

Quarterly Operational

1. LOTO cooling tower Fan, Spray pump/Circulating pump, and chemical feed system.
2. LOTO make up water.
3. Check belts for any cracks or abnormal wear.
4. Check pulleys for abnormal wear and grooving.
5. Check motor bearings.
6. Check fan blade/wheels for any cracks or deficiencies. Make sure the fans/wheels are clear of dirt and debris.
7. Check fan shafts and bearings for deficiencies.
8. Check condition of the fill.
9. Clean the strainer in the sump.
10. Remove the LOTO from the unit. Start up the Cooling Tower and check for proper operations.
11. Check for any abnormal vibrations or noises.
12. Report all deficiencies.



Annals Comprehensive

1. LOTO cooling tower Fan, Spray pump/Circulating pump, and chemical feed system.
2. LOTO make up water.
3. Drain Cooling tower and clean out the sump as well as the strainer in the sump.
4. Spray off the fill and knock off and loose dirt and debris.
5. Check condition of the fill.
6. ~~Replace the belts on the fans. Align and set proper tension.~~
7. Check pulleys for abnormal wear and grooving.
8. Check motor bearings and grease motor.
9. Check fan blades/wheels for any cracks or deficiencies. Make sure the fans/wheels are clear of dirt and debris.
10. Check fan shafts and bearings for deficiencies. Grease bearings on fan shaft.
11. Remove LOTO from the unit. Start up the cooling tower and check for proper operations.
12. Check for any abnormal vibrations or noises.
13. Report all deficiencies.

BOILER

Quarterly Operational

1. Visual inspection while boiler is running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Check the pressures coming in the loop from the makeup water. Make sure the pressure is reading the same as the indicated pressure on regulator.
4. Check the pressure relief for proper operations.
5. Inspect the air filter and wash.
6. Remove panels and inspect the blower wheels and cabinet.
7. Check the hot surface ignitor and flame rod sensor. Hot surface ignitor should have an ohm reading between 40-90 ohms.
8. Check operation of flow switch.
9. Place unit back into service, confirm proper operation.
10. Check air gap on expansion tank.

Annual Comprehensive

1. Visual inspection while boiler is running before we shut down. Check for any visible leaks, damage, or corrosion.
2. LOTO boiler.
3. Remove all panels from the boiler.
4. Inspect the air filter and clean.
5. Remove gas lines inside boiler.
6. Remove burner section and inspect burners and clean out soot that accumulates in the bottom of burner section. Clean burners.
7. Record any deficiencies found in burner section.
8. Put burner section back together as well as gas lines.
9. Replace the hot surface ignitor and flame rod sensor.
10. Isolate the boiler water piping and drain boiler.
11. Remove the low water cut out and clean.
12. Check flow switch for proper operation.
13. Check the coupling on the circulating pumps for abnormal wear.
14. Put panels back in unit and start up boiler.
15. Check the make-up water inlet pressure and outlet pressure. Insure proper operations.
16. Check reliefs on boiler.
17. Set air gap on expansion tank.
18. Check gas pressure adjust to proper gas flow.
19. Check safeties for proper operations.



20. Place unit back into operation, confirm proper operation.

AIR COMPRESSOR

Quarterly Operational

1. Blow down tank and traps, check tank check valve if applicable
2. Check tank auto-drain and verify proper operation
3. Check air dryer(s) for proper operation; clean condenser annually
4. Check belt drive and sheaves for alignment
5. Check belt for cracks and signs of wear; adjust as needed
6. Check oil level in compressor
7. Lubricate motor bearings if applicable
8. Check electrical and controls including, but not limited to, pressure controls, motor starter(s), relays, and safety switches.

Annual Comprehensive

1. Blow down tank and traps, check tank check valve if applicable
2. Check tank auto-drain and verify proper operation
3. Check air dryer(s) for proper operation; clean condenser
4. ~~Replace drive belt, set tension, and align pulleys.~~
5. Drain and replace oil and oil filter
6. Replace in-line filters
7. Check and adjust PRV setting as necessary
8. Lubricate motor bearings if applicable
9. Check electrical and controls including, but not limited to, pressure controls, motor starter(s), relays, and safety switches.
10. Check tank relief valve(s)

CHILLER AIR-COOLED

Bi-Monthly Operational

1. Check compressor motor starter(s) or contactor(s) for wear and pitting
2. Check compressor motor amps and voltages while chiller is running
3. Check electrical connections in main control panel
4. Check safeties and controls; test as possible
5. Check operating chilled water return temperature
6. Check operating chilled water supply temperature
7. Check unit for evidence of refrigerant and water leaks
8. Check condenser fan operation and staging
9. Review interface display for anomalies and alarms

Annual Comprehensive

1. Check compressor motor starter(s) or contactor(s) for wear and pitting
2. Check operation of flow switches and external lockouts
3. Check condition of timers and relays
4. Check and tighten electrical connections in main control panel
5. Check oil level and verify operation of lubrication system
6. Record compressor motor amps and voltages while the chiller is running
7. Check safeties and controls; test as possible
8. Record all operating temperatures and pressures at current load
9. Megger test compressor motor; record readings
10. Check refrigerant charge
11. Wash condenser coils
12. Check chiller for evidence of refrigerant and water leaks
13. Take oil sample for lab analysis if specified
14. Review interface display for anomalies and alarms



CHILLER WATER-COOLED ROTARY SCREW

Bi-Monthly Operational

1. Check electrical and control panels for signs of overheating or obvious damage
2. Check compressor oil level
3. Check oil heater operation
4. Check all safety devices and test as applicable
5. Visually check for evidence of refrigerant and oil leaks.
6. Test run the chiller and log the operating conditions
7. Check the oil return system and verify proper operation
8. Analyze chiller log and unit performance
9. Consult with customer and report any deficiencies

Annual Comprehensive

1. Compressor/motor assembly maintenance:
 - Visually inspect for evidence of oil and refrigerant leaks
 - Megger test compressor windings and record readings
 - Measure and record voltage
 - Measure and record operating current
2. Compressor oil system maintenance:
 - Check oil level via the site glass as applicable
 - Change oil filter as applicable
 - Remove oil sample for lab analysis and provide report documenting the results
 - Check oil heater operation
 - Check oil pump operation
 - Measure and record oil pressure
3. Control Panel Maintenance:
 - Check all components for signs of overheating or obvious damage
 - Tighten electrical connections as applicable
 - Review set-points for correct values
 - Check pressure transducers and temperature sensors for proper calibration as applicable
 - Review historical diagnostic information as applicable
 - Vacuum out the control panel to eliminate dust build up
4. Starter/VFD Maintenance
 - Check connections at line and load power terminals and tighten as necessary
 - Check all connections to control boards for tightness
 - Check, clean, or replace cabinet air filter as applicable
 - Check for historic diagnostics and review operating parameters as applicable.
 - Inspect starter contacts for wear as applicable
5. Condenser barrel maintenance:
 - Check flow switch operation
 - Check end bell flanges for evidence of water leaks
 - Check liquid line filter dryer and change as applicable
6. Cooler barrel maintenance:
 - Check flow switch operation
 - Check end bell flanges for evidence of water leaks
7. General Maintenance Items:
 - Conduct a leak check using an electronic leak detector
 - Operate the chiller and log the operating conditions
 - Repair any insulation removed for inspection and maintenance procedures
 - Analyze chiller log and unit performance
 - Consult with customer and report any deficiencies



Evaporative Cooler

Quarterly Operational

1. Check operation of flat valve and dump valve
2. Check that pads are uniformly wet
3. Inspect pads for cleanliness, clean as necessary. Report if pads need replacing
4. Check belts, report if belts need replacing
5. Check pump operation
6. Flush drainage system
7. Drain and clean sump, if necessary
8. Inspect water strainer and clean if necessary
9. Grease blower shaft and bearings

Ice Machine

Quarterly Operational

1. Clean and sanitize the water system.
2. Clean air filters on air-cooled models.
3. Check external filter system and change cartridges as needed.
4. Check inlet water valve screens.
5. Conduct bearing and auger inspection on extruded ice makers.
6. Conduct a visual inspection of components, controls, and wiring for oil spots, loose wires, loose fasteners, corrosion, etc.
7. Clean the bin interior and unit exterior.

Walk-in Freezer

Quarterly Operational

1. Clean condenser coils annually
2. Clean evaporator coils, if necessary
3. Inspect electrical wiring and components
4. Clean fans and fan grills
5. Check thermostat vs. actual thermometer
6. Clean interior and door gaskets with mild detergent
7. Clean drain lines
8. Check door latch and gaskets are intact and working properly
9. If needed, thaw ice from coils
10. Listen to note any wobbles, rattles, or other unusual noises during operation



Preventative Maintenance Service Agreement

This agreement is issued to:
 San Bernardino International Airport Authority
 1601 E. 3rd St.
 San Bernardino, CA 92408
 Attn: Shauntil Carvalho

Covering the following equipment located at (some locations priced as an option):

INLAND VALLEY DEVELOPMENT AGENCY (IVDA) 3 LOCATIONS		
1. DFAS Building 1	2. Administration Building #48	3. Building #58
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) 14 LOCATIONS		
1. Building #673 (Domestic Terminal)	2. Building #610 (Guang Lin Café)	3. Building #730
4. Building #680 (Fire Station)	5. Building #697 (Cargo)	6. Building #674 (Offices)
7. Building #794 (Control Tower)	8. FBO Hangar	9. Building #759
10. IAF (3-Story Customs)	11. Building #339	12. Building #56
13. Sheriff's Hangar	14. Car Rental Facility	

Contract Term:
 2023-2025; Optional 2025-2026 and 2026-2027

IVDA

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$70,537.00	\$466.00
Year 2	2024-2025	\$72,653.00	\$480.00
Year 3	2025-2026	\$74,831.00	\$494.00
Year 4	2026-2027	\$77,077.00	\$509.00

Eddy current testing add \$950.00 per chiller

SBIAA

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$117,432.00	1,049.00
Year 2	2024-2025	\$120,954.00	1,080.00
Year 3	2025-2026	\$124,583.00	1,112.00
Year 4	2026-2027	\$128,322.00	1,145.00

Eddy current testing add \$950.00 per chiller

FBO (Priced as an option)

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$14,631.00	N/A
Year 2	2024-2025	\$15,070.00	N/A
Year 3	2025-2026	\$15,522.00	N/A
Year 4	2026-2027	\$15,988.00	N/A



ADDITIONAL EQUIPMENT (Priced as an option)

Year(s)	Period	Yearly Total	Annual Oil Analysis
Year 1	2023-2024	\$3,100.00	N/A
Year 2	2024-2025	\$3,193.00	N/A
Year 3	2025-2026	\$3,289.00	N/A
Year 4	2026-2027	\$3,387.00	N/A

Inspection and Maintenance

We agree to perform inspection and maintenance services as indicated below for a period of 2 year(s) as detailed in this agreement with an optional 3rd and 4th years.

The inspection and maintenance services to be performed as part of this agreement include:

1. Regular preventive maintenance (see Maintenance guideline).
2. Additional services may be included in the attachments to this agreement.

The services outlined in this agreement will be performed during normal working hours.

QUOTATION VALID FOR 60 DAYS FROM DATE OF SUBMITTAL

THERMA APPROVAL

Jose Jimenez
Account Manager

DATE 6/1/23



Signature

CUSTOMER ACCEPTANCE

(Company Name)

Name: _____

Title: _____

DATE _____

Signature



General Provisions

CLARIFICATIONS:

Repair Service

Repair service requested by customer and not covered under contract, will be provided at our current hourly rate. Repair workmanship is guaranteed for **60** days from the date of repair.

Warranty Service

Warranty work will be provided during normal working hours.

Schedule of Payment

Payments are due as follows:

- Net 30 Terms
- Acceptable forms of payment are either: (a) Check or (b) ACH Transfer

EXCLUSIONS:

There shall be no liability under this agreement for the following:

1. Structural alterations to the premises in which the equipment included is installed, necessary service, parts repair, or replacement as provided for in this agreement.
2. Any default, delay in performance, or extraordinary damage hereunder caused by any contingency beyond our control, including war, government restriction or restraints, strikes, fire, floods, or short or reduced supply of any material or furnished products.
3. Any consequential damages of any nature whatsoever, including damages arising because of or resulting from failure of a component part of the included equipment, or the inspection, maintenance, or repair of said equipment.
4. Any duplicate protection provided under any other existing warranty or contract.
5. System design or performance in maintaining design conditions except through failures of equipment specifically covered herein.
6. Failure to discover conditions necessitating repairs or replacement.
7. Fees associated with registering Therma as an approved Vendor and/or 3rd party accounting systems requiring fee registrations for payment. Therma reserves the right to recoup these costs from customer.

This agreement does not cover electrical service, ductwork, and insulation, recording instruments, water supply and drains, air volume adjustment, plumbing or piping, or work required by government and other codes and regulations, or any services performed beyond those specifically enumerated herein.

CONDITIONS:

The only parties to this agreement are customer and THERMA.

While Therma is committed to providing First Class Service to our customers; we recognize that contractual agreements may not be mutually satisfactory; therefore, we offer term cancellation by either customer or contractor providing 30 days' notice; with or without cause.

This agreement shall be void if the included systems have been subject to misuse, negligence, accident, fire, lightning, windstorm, or vandalism, or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's specifications. The services to be performed under this agreement are not a guarantee against obsolescence or normal wear. Nor shall inspections be construed as an approval or guarantee of the condition of the equipment. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities expressed or implied in law or in fact including the implied warranties of merchantability and fitness for particular use.



Attachment

2022-2023 HVAC CONTRACT LABOR RATES & RESPONSE

Therma's service staff is available to our customers twenty-four hours a day, seven days a week. A qualified repair technician and a field supervisor are on call after regular working hours and will be contacted by our emergency answering service as soon as your call is received. We offer a response time of two hours in most emergency conditions. In the event of extreme temperature conditions, such as heat spells and freezes, additional technicians will be placed on call as back-up.

Emergency calls, repairs, or services not included in preventative maintenance are billed additional, as authorized, at Therma's current contract customer labor rates. **Service calls are billed at a two-hour minimum.**

*Pricing example based upon current street rates and **Preferred Contract Customer Rates.**

Straight Time:

Monday through Friday, 7:00 am to 3:30 pm

Unitary Mechanic	Street Rate - \$144.00 per hour	Contract Customer Rate – \$129.00 per hour
Chiller Mechanic	Street Rate - \$206.00 per hour	Contract Customer Rate – \$176.00 per hour
Controls Technician	Street Rate - \$206.00 per hour	Contract Customer Rate – \$176.00 per hour

Overtime / Time and One Half:

Saturday, Sunday, and Holidays all hours & Monday through Friday 3:30 pm to 7:00 am

Unitary Mechanics	Street Rate - \$215.00 per hour	Contract Customer Rate - \$194.00 per hour
Chiller Mechanic	Street Rate - \$309.00 per hour	Contract Customer Rate - \$264.00 per hour
Controls Technician	Street Rate - \$309.00 per hour	Contract Customer Rate – \$264.00 per hour

Overtime / Double Time:

All days and hours designated as double-paid service holidays, as applicable by union contracts

Unitary Mechanic	Street Rate - \$287.00 per hour	Contract Customer Rate - \$259.00 per hour
Chiller Mechanic	Street Rate - \$412.00 per hour	Contract Customer Rate - \$352.00 per hour
Controls Technician	Street Rate - \$412.00 per hour	Contract Customer Rate – \$352.00 per hour

Truck Charge:

\$55.00 per call

*All labor rates are based on current Union Contracts and are subject to change annually

24/7 SERVICE: (877) 247-THERMA



SBIAA TABULATION OF BIDS

Bid: RFP 2023-003: HVAC System Maintenance
Due Date: 04/01/2023 @ 10:00 AM



Number of Bids Sent: 32

Number of Job Walk Attendees: 6

Number of Bids Received: 3

VENDOR:		ACCO Engineered Systems Inc.				GSH Company				Therma LLC			
PHONE:		800-998-2226				213-236-3689				626-771-7627			
CONTACT:		David Cellini				Monika Smutko				Jose Jimenez			
ITEM	SERVICE DESCRIPTION	Year One Total:	Year Two Total:	Optional Year Three	Optional Year Four	Year One Total:	Year Two Total:	Optional Year Three	Optional Year Four	Year One Total:	Year Two Total:	Optional Year Three	Optional Year Four
1	Monthly Preventative Maintenance	\$61,990.00	\$63,850.00	\$65,765.00	\$67,738.00	\$72,352.01	\$74,300.60	\$76,689.94	\$79,014.85	\$9,000.00	\$9,270.00	\$9,548.00	\$9,835.00
2	Bi-monthly Preventative Maintenance	\$119,210.00	\$122,787.00	\$126,470.00	\$130,264.00	\$405,171.26	\$416,083.37	\$429,463.69	\$442,483.16	\$66,908.00	\$68,915.00	\$70,983.00	\$73,112.00
3	Quarterly Maintenance	\$21,458.00	\$22,102.00	\$22,765.00	\$23,448.00	\$184,497.63	\$189,466.53	\$195,559.36	\$201,487.87	\$22,342.00	\$23,012.00	\$23,702.00	\$24,414.00
4	Annual Maintenance	\$33,380.00	\$34,381.00	\$35,413.00	\$36,476.00	\$61,499.21	\$63,155.51	\$65,186.45	\$67,162.62	\$19,182.00	\$19,757.00	\$20,350.00	\$20,961.00
5	Annual Oil Analysis Cost	\$2,384.00	\$2,455.00	\$2,530.00	\$2,605.00	\$2,880.00	\$2,966.40	\$3,055.39	\$3,147.05	\$1,049.00	\$1,080.00	\$1,112.00	\$1,145.00
6*	Eddy Current Testing									\$3,800.00	\$3,800.00	\$3,800.00	\$3,800.00
Total Service Cost:		\$238,422.00	\$245,575.00	\$252,943.00	\$260,531.00	\$726,400.11	\$745,972.41	\$769,954.83	\$793,295.55	\$122,281.00	\$125,834.00	\$129,495.00	\$133,267.00
4 Year Contract Total:		\$997,471.00				\$3,035,622.90				\$510,877.00			
Total Misc. Cost: Years 1-4		Hourly Rates:	Estimated Hours per Year (for example purposes only):		Total:	Hourly Rates:	Estimated Hours per Year (for example purposes only):		Total:	Hourly Rates:	Estimated Hours per Year (for example purposes only):		Total:
Normal Hourly Rate		\$ 160.00	24		\$ 3,840.00	\$ 181.50	24		\$ 4,356.00	\$ 129.00	24		\$ 3,096.00
After-hours Hourly Rate		\$ 216.00	24		\$ 5,184.00	\$ 272.25	24		\$ 6,534.00	\$ 194.00	24		\$ 4,656.00
Weekend On-call Hourly Rate		\$ 216.00	24		\$ 5,184.00	\$ 272.25	24		\$ 6,534.00	\$ 194.00	24		\$ 4,656.00
Holiday Hourly Rate		\$ 264.00	24		\$ 6,336.00	\$ 363.00	24		\$ 8,712.00	\$ 259.00	24		\$ 6,216.00
Chiller Tech Normal Hourly Rate										\$ 176.00	8		\$ 1,408.00
Chiller Tech Over-Time Rate										\$ 264.00	8		\$ 2,112.00
Chiller Tech Double-Time Rate										\$ 352.00	8		\$ 2,816.00
Total Service Cost:		\$	20,544.00		\$	26,136.00		\$	12,408.00				
Parts Mark up %			25%			15%			15%				

*Therma provided additional costs for item no. 6 (Eddy Current Testing) *Therma provided additional rates for Chiller Tech

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

[CONSULTANT NAME]

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective **DATE**, 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 **CONSULTANT NAME**. (the "Consultant").

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

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

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and shall automatically terminate **DATE** (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 **_____ Dollars (\$ __, __)** for the Term of this Agreement.

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

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

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

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

E. Each invoice of the Consultant shall set forth the time and expenses of the Consultant incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants utilized by the Consultant, during the time period covered by the invoice, a description of the 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.

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

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

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

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

(4) Additional Insured Endorsement. The "San Bernardino International Airport Authority" shall be named by endorsement as an "Additional Insured" under the Consultant's Commercial General Liability Insurance Coverage. The Additional Insured Endorsement must be on ISO Form CG 20 10 07 04 or an available equivalent acceptable to the

SBIAA, with such modifications as the SBIAA may require. The Consultant's general liability coverage shall be primary.

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

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

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

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

Consultant shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for SBIAA to establish unequivocal ownership of the maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to SBIAA's rights, title and/or interest.

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

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

11. DEFAULT AND REMEDIES.

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

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

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and

the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

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

12. TERMINATION.

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

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

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

CONSULTANT:

Consultant Name

Consultant Address

City, State and Zip Code

SBIAA:

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

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

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

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

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

(initial here)

17. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS.

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

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

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

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission ("FPPC") regarding campaign contributions to appointed members of the governing body of the SBIAA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the SBIAA, (ii) any election committee of any member of the governing body of the SBIAA, (iii) any

“friends of” election committee of any member of the governing body of the SBIAA, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the SBIAA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the SBIAA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the SBIAA and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the SBIAA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

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

(initial here)

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

By the execution and acceptance of this Agreement with the SBIAA, the Consultant hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by SBIAA legal counsel or the Assistant Secretary of the Commission, the Consultant shall submit, and/or cause its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement to submit, to the Assistant Secretary of the Commission any reporting form or filing published and/or required by the FPPC which SBIAA legal counsel or the Assistant Secretary of the Commission should deem appropriate and so request of the Consultant, properly and fully completed in accordance with

the instructions of the FPPC, which instructions shall be provided to Consultant by the Assistant Secretary of the Commission, identifying the appropriate and necessary economic disclosures of the Consultant, its employees and/or agents who perform services by, through or on behalf of the Consultant to the SBIAA pursuant to this Agreement.

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

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

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

(initial here)

21. CONSULTANT INTERESTS ADVERSE TO THE SBIAA. Consultant hereby represents that it has no interests adverse to the SBIAA or its individual member entities, at the time of execution of this Agreement. Consultant hereby agrees that, during the Term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the SBIAA or its individual member entities. Additionally, Consultant hereby represents and warrants to SBIAA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have and, during the Term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership interests, business

interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to the SBIAA as set forth in this Agreement.

22. 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.

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]

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

SBIAA

Dated: _____

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jennifer Farris,
Assistant Secretary of the Commission

Approved as to form and legal content:

Scott Huber: Legal Counsel

Consultant

Dated: _____

Consultant Name

By: _____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

DRAFT

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)

DRAFT



TO: San Bernardino International Airport Authority Commission

DATE: June 28, 2023

ITEM NO: 17

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2023

SUMMARY

On December 16, 2015, the SBIAA Commission adopted a Strategic Plan and in January 2020 updated its Business Plan and near term outlook. This 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, 2023.

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 2022/23.

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

BACKGROUND INFORMATION

The Action Plan identifies key dates and deliverables in 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, 2023 – Airport Focal Areas



Ensure Operational & Financial Stability

Stabilize Revenue Streams & Sources

Good Neighbor Program

Airport Outreach:

Business Retention & Expansion

Solar Project

Runway Repair Project

Grant Programs & Initiatives

International Trade

San Manuel Development



San Bernardino International Airport Authority

Action Plan for SBIAA (6/30/23)

Month	Key Initiative	Key Resources	Completion Date
January, 2023	Airport Operations Update; FAA Reporting; Good Neighbor Report	SBIAA Commission, CEO, Director of Aviation, Airport Manager, Director of Finance	January, 2023
February , 2023	Mid-Year Budget Adjustments; Emergency Exercise	Director of Aviation, Airport Manager, Director of Finance, Director of Administration	February, 2023
March, 2023	Legislative Updates; Las Vegas service, Operational Updates	CEO, Director of Administration, Director of Aviation, Director of Finance	March, 2023
April, 2023	Audit Report, Grant Program & Initiatives; Grant application	Director of Finance, Director of Aviation, Project Manager	April, 2023
May, 2023	International Trade Initiatives; Draft Annual Budget Preparation and Review	SBIAA Commission & Committee, CEO, Director of Finance, Exec Staff	May, 2023
June, 2023	Adopt Annual Budget	SBIAA Commission & Committee, CEO, Aviation Director, Director of Finance, Exec Staff	June, 2023

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

SBIAA Near-Term Action Plan – Implementation



June, 2023

Sub-Initiative Status:



Incomplete

In Process

Completed

Stabilize Tenants & Infrastructure

Review Operational Plans

Runway & Taxiway Improvements

Implement New Operational Software

Complete 2022/23 Airport Marketing Efforts & Initiatives

Air Passenger Service

International Trade
Legislative Program