

# SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

## REGULAR MEETING AGENDA

WEDNESDAY, JUNE 26, 2024

5:00 PM

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



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

### **Frank J. Navarro, President**

*Mayor, City of Colton*

### **Rhodes Rigsby, Vice President**

*Councilmember, City of Loma Linda*

### **Penny Lilburn, Secretary**

*Mayor, City of Highland*

### **COMMISSION MEMBERS:**

#### **Dawn Rowe**

*Supervisor, County of San Bernardino*

#### **Helen Tran**

*Mayor, City of San Bernardino*

#### **Theodore Sanchez**

*Councilmember, City of San Bernardino*

### **ALTERNATE COMMISSION MEMBERS:**

#### **Phillip Dupper**

*Mayor, City of Loma Linda*

#### **Joe Baca, Jr.**

*Supervisor, County of San Bernardino*

#### **Larry McCallon**

*Mayor Pro Tem, City of Highland*

#### **Fred Shorett**

*Mayor Pro Tem, City of San Bernardino*

#### **John Echevarria**

*Councilmember, City of Colton*

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

**ORDER OF BUSINESS – CLOSED SESSION**

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

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

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

**B. CLOSED SESSION PUBLIC COMMENT**

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

**C. CLOSED SESSION**

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

- a. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Hinojosa v. San Bernardino International Airport, Inc., et al., San Bernardino County Superior Court, Case No. CIVSB2025068
- b. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130
- c. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6.

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

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

**D. REPORT ON CLOSED SESSION**

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

**ORDER OF BUSINESS - OPEN SESSION**

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

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

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

**F. CONFLICT OF INTEREST DISCLOSURE**

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF JUNE 26, 2024  
[PRESENTER: Jillian Ubaldo, Clerk of the Board; **PAGE#: 006**]

**G. INFORMATIONAL ITEMS**

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

2. Informational Items

- a. INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT  
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 021**]
- b. INFORMATIONAL ITEMS – UPDATE ON ACCOUNTING SOFTWARE  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 022**]

**H. COMMISSION CONSENT ITEMS**

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

3. REGISTER OF DEMANDS FOR MAY 2024  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 023**]
4. RECEIVE AND FILE TREASURER'S REPORT FOR APRIL 30, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 031**]

5. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH MIRAU, EDWARDS, CANNON, LEWIN & TOOKE, LLP IN AN AMOUNT NOT TO EXCEED \$15,000 FOR SPECIAL LEGAL COUNSEL AND LITIGATION SUPPORT SERVICES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT  
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 034**]
6. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH HERNANDEZ, KROONE AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$18,000 FOR PROFESSIONAL ENGINEERING SERVICES  
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 038**]
7. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR AN AMOUNT NOT TO EXCEED \$10,000 FOR SPECIALIZED CONSULTANT SERVICES FOR AIR SERVICE DEVELOPMENT AND TECHNICAL DATA SUPPORT FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT  
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 042**]
8. APPROVE THE FILING OF A NOTICE OF COMPLETION WITH RG RESOURCE TECHNOLOGIES, INC. FOR THE SOLAR THERMAL POWER SYSTEM FOR THE AIRPORT FIRE STATION AND AUTHORIZE THE RELEASE OF RETAINED FUNDS  
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 046**]
9. APPROVE MEETING MINUTES: MAY 22, 2024  
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 050**]

**I. COMMISSION ACTION ITEMS**

10. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 057**]
11. APPROVE THE FORM OF AN EMPLOYMENT AGREEMENT WITH MICHAEL BURROWS TO SERVE IN THE CAPACITY OF CHIEF EXECUTIVE OFFICER  
[PRESENTER: Scott Huber, SBIAA Legal Counsel **PAGE#: 060**]
12. APPROVE A MULTI-YEAR 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 FROM JULY 1, 2024 TO JUNE 30, 2028 IN AN AMOUNT NOT TO EXCEED \$344,110  
[PRESENTER: Jonathan Galvan, Airport Manager **PAGE#: 066**]
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 2024-2025  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 073**]

14. APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2024-2025  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 107**]

15. REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT  
AUTHORITY (SBIAA) THROUGH JUNE 30, 2024  
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 126**]

**J. ADDED AND DEFERRED ITEMS**

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

**K. OPEN SESSION PUBLIC COMMENT**


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

**L. COMMISSION MEMBER COMMENT**

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

**M. ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the San Bernardino International Airport Authority Commission, Wednesday, July 24, 2024.

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: June 26, 2024</b></p> <p><b>ITEM NO: 1</b></p> <p><b>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</b></p>
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**SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF JUNE 26, 2024**

### **SUMMARY**

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

### **RECOMMENDED ACTION(S)**

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

### **FISCAL IMPACT**

None.

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

## **BACKGROUND INFORMATION**

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):

<b><u>Agenda Item No.</u></b>	<b><u>Contractors/Tenants</u></b>	<b><u>Subcontractors/Subtenants</u></b>
8.	<u>RG Resource Technologies, Inc.</u> Rob Kornahrens, CEO Garth Schultz, President Cynthia Schultz, Executive Director Scott Alpert, Director of Sales and Marketing	None.
14.	<u>Cole Huber, LLP</u> Derek P. Cole, Equity Partner Scott E. Huber, Equity Partner	None.
5. & 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.
7. & 14.	<u>Mead and Hunt, Inc.</u> Andrew J. Platz, CEO/President Jeffrey M. Mason, CFO/Treasurer J. Berry Still, Secretary John A. Rathke, Vice President Laurie L. Whitney, Vice President Jeffrey Leonard, Vice President Nancy Moricz, Vice President Nathan Rockwood, Vice President See attached list	None.
14.	<u>David Turch and Associates</u> David Turch, Principal	None.
14.	<u>Boston Fox Tigue International</u> Adrian Fox, Managing Director	
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>James Gourley</u> James Gourley, Owner	None.
14.	<u>CJMC Holdings, LLC</u> Jim Harris, CEO	None.
14.	<u>Eide Bailly, LLP</u> See attached list.	None.
14.	<u>Coffman Associates</u> Steve Benson, CEO James M. Harris, President Stephen C. Wagner, Chief Financial Officer David W. Fitz, Principal Michael Dmyterko, Principal	None.
14.	<u>ExIM 20/20 Group, LLC</u> Fred Latuperissa, CEO	None.



14.	<u>Allawos &amp; Company.</u> Michael Allawos, President/CEO	None.
6. & 14.	<u>Hernandez, Kroone &amp; Associates</u> Richard R. Hernandez, Principal Anne M. Hernandez, Principal	None.
14.	<u>Hughes Aerospace</u> Chris Baur, CEO/President Alice Shingler, Director of Operations	None.
14.	<u>AECOM Technical Services, Inc.</u> Karl E. Jensen, CEO Allison Hall, CFO Armond Tatevossian, Secretary Matthew Crane, President Glen T. Davis, Vice President Eric D. Lang, Vice President	None.
14.	<u>Right Energy Group, LLC</u> Jerry Silva, Partner James Campos, Partner	None.
14.	<u>Jackhammer Movement, Inc.</u> James Pargas, CEO/Secretary/CFO	None.
14.	<u>DBT Transportation Services, LLC</u> David Barnes, CEO Nancy Thomsen, COO Jim Nulle, Head Field Engineer Megan Barnes, Owner Michelle Barnes, Owner Blair and Anna Fernau, Owner Bill and Molly Le Blanc, Owner Michael Coursey, Owner Chris Kolkhorst, Owner SIPII LLC, Owner OZ Cap LLC, Owner Delk Living Trust, Owner Delk's Valley Oil, Inc, Owner	None.

**Attachments:**

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

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 84308

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

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

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

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

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

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

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

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

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

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

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

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

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



CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 87103

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

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

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

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

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

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

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

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

**§ 18438.5. Aggregated Contributions Under Section 84308.**

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

6 HISTORY

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

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

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

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

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

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

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

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

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

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

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

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

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

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




**b. Company Information Sheet (Exhibit A)**

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

**COMPANY INFORMATION SHEET**  
**DECLARATION**

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

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

  
Print Name: David Showalter  
Print Title: Partner

LEGAL NAME OF  
COMPANY: Eide Bailly LLP

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

TELEPHONE: 909.755.2711 FAX: 909.466.4431

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

**TYPE OF BUSINESS (Check One):**

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

**STATE OF INCORPORATION OR FORMATION:** Minnesota

**PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY**

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

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



SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

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

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

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

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

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

**Execution of Legal Documents:**

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

<b>Name</b>	<b>Title</b>
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.

<b>Name</b>	<b>Title</b>
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.



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 2a**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**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><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: June 26, 2024</b></p> <p><b>ITEM NO: 2b</b></p> <p><b>PRESENTER: Mark Cousineau, Director of Finance</b></p>
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**SUBJECT: INFORMATIONAL ITEMS – UPDATE ON ACCOUNTING SOFTWARE**

## **SUMMARY**

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

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

## **BACKGROUND INFORMATION**

None.

## **Attachments:**

1. None



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 3**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: REGISTER OF DEMANDS FOR MAY 2024**

### **SUMMARY**

SBIAA's Register of Demands for May 2024

### **RECOMMENDED ACTION(S)**

Receive for information.

### **FISCAL IMPACT**

Various accounts as shown.

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

### **BACKGROUND INFORMATION**

The attached Register of Demands corresponds to checks issued in the month of May 2024. The total of the register is \$9,035,960.00.

**Fuel:** Titan Aviation Fuels was paid \$6,358,769.51 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. was paid \$42,922.22 to operate SBIAA vehicles and for resale at Luxivair-SBD.

**Benefits:** Kaiser Foundation Health Plan Inc., and Legal Shield Services Inc. were paid a total of \$111,948.06

**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 \$168,277.69.

**Capital Projects Cost:** AEC Moreno Corp., Aecom Technical Services Inc., Certapro Painters of Corona & Temecula, CJMC Holdings LLC., Performance Electric, Tetra Tech AMT, Tri-Valley Industries Inc., and Wilson & Company Inc. were paid a total of \$141,487.42.

**Professional Services:** Allawos & Company; Boston Fox Tigue International LLC; CDW Government LLC; Coffman Associates Inc.; Coffman Engineers Inc.; David Turch and Associates; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Leonida Builders Inc.; Mead & Hunt Inc.; Miller Architectural Corporation; Mirau, Edwards, Cannon, Lewin & Tooke LLP; Right Energy Group and Tom Dodson & Associates were paid a total of \$86,857.41.

### **Attachments:**

1. Register of Demands for the June 26, 2024 Commission Meeting
2. VISA breakdown -May 2024



**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**6/26/2024**

Line	Company Name	Description	AP Register
1	282 Services	Fuel truck and maintenance	2,522.00
2	A.O. Reed & Co., LLC	HVAC unplanned repairs and maintenance	17,165.25
3	Accurate First Aid Services LLC	First aid and supplies-cabinet refills	181.77
4	AEC Moreno Corp.	Glass window repair project-Bldg.56	12,000.00
5	Aecom Technical Services Inc.	Airport engineering services on-call specialized services	14,690.00
6	All Traffic Solutions Inc.	Speed alert radar messaging	7,201.24
7	Allawos & Company	Consulting fees for Solar Green Energy Services	5,456.25
8	Alliant Insurance Services Inc.	Chevy Silverado 2003 and Lincoln 2024 endorsement premiums	502.35
9	Amazon Capital Services Inc.	Purchases of supplies and goods	4,461.79
10	Am-Tec Total Security Inc	Unplanned alarm monitoring service /repairs-professional alarm monitoring	337.50
11	Amtech Elevator Services	Unplanned maintenance and repairs for elevators/escalators-Customs	950.00
12	AnyPromo.com	Promotional items for Luxivair SBD	1,505.08
13	Aviatrix Communications LLC	Professional services passenger service marketing-advertising and "Good Neighbor Program"	42,091.12
14	B&H Foto & Electronics Corp.	Samsung TV's and document scanners -badging office	894.85
15	Basic Backflow	Backflow testing, inspections & repairs	270.00
16	Bernell Hydraulics Inc.	Hydraulic hose repairs & supplies	83.63
17	Board Members	Director fees	2,400.00
18	Boston Fox Tigue International LLC	Marketing services	19,905.29
19	BrightView Landscape Services, Inc.	Luxivair landscaping project	2,700.00
20	Burrtec Waste Industries Inc.	Trash removal services	6,988.58
21	C & A Janitorial Services	Janitorial services	38,940.38
22	California Special Districts Association	Membership fees-agency staff and appointed officials	1,975.00
23	Cardlogix	fingerprint scanner -badging office	1,026.26
24	CDW Government LLC	Purchase IT equipment	4,291.98
25	CED-Consolidated Electrical Distributor	Light bulbs & electrical supplies	1,632.29
26	Certapro Painters of Corona & Temecula Va	Drywall repairs and painting -domestic terminal	87,145.00
27	Chelsea Ciaca-Larios	Annual boot reimbursement	56.64
28	Cintas Uniforms	Uniform and rug services	6,385.04
29	City of San City of San Bernardino	Purchase 2010 Crown Victoria vehicle	500.00
30	City of San Bernardino Police Department	Law enforcement services	114,130.57
31	City of SB Water Department	Water and sewer services	13,390.78
32	CJMC Holdings LLC	Professional services - project management	6,300.00
33	Climatec LLC	Installation and configuration of security cameras-domestic passenger terminal, furnishing and installation of card readers, and security system maintenance	3,115.65
34	Clinical Laboratory of San Bernardino Inc	Drinking water analysis	215.00
35	Coffman Associates Inc.	Professional services agreement-Airport planning and environmental assessment services	1,020.00
36	Coffman Engineers Inc.	Professional service agreement-Engineering and technical support services for potential hydrogen facilities	15,188.50

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**6/26/2024**

Line	Company Name	Description	AP Register
37	Dan Blum	BSIS reimbursement	346.33
38	Dans Lawnmower Center	Small equipment repairs and landscape supplies	1,832.03
39	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
40	DBT Transportation Services LLC	ILS/AWOS tower equipment service	5,814.31
41	Department of Motor Vehicles	DMV-EPN program	187.00
42	Department of Industrial Relations	Elevator and escalator permits	900.00
43	Dibs Safe & Lock Service	Key duplication & locksmith services	571.55
44	DoorTech	Door repair on-call services	5,287.69
45	Doubletree By Hilton Ontario Airport	Leaders in Energy Summit-banquet room, hotel room for speakers, support and contingency	12,429.10
46	Eagle Graphics LLC	Eagle account credit, employee gift boxes and special event credit	49.95
47	East Valley Water District	Water services	126.70
48	Encore Lighting Inc.	Light bulbs, ballast's and lighting supplies-Bldg.602	855.32
49	Eric Sewell	Travel NATA Leadership On The Line 06/2024 Naples. FL-Per Diem	240.00
50	Ernie's Auto Interior	Vehicle and equipment upholstery repairs	300.00
51	Event Design Lab	Live streaming services	2,400.00
52	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	3,539.41
53	Fairview Ford Sales Inc.	Purchase two 2023 Ford police interceptor utility SUV's	92,113.52
54	FedEx	Courier services	142.35
55	Ferguson Enterprises LLC	Plumbing supplies and materials-facilities	1,186.10
56	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy vehicles	1,645.45
57	Frontier Communications Corporation	Telephone services	7,236.68
58	Gate Depot	Gate supplies & materials	206.76
59	GMSTEK LLC	Subscription fee for point of sale system	4,142.71
60	Grainger	Parts and supplies for building repairs	2,983.32
61	Granite Telecommunications	Telephone services	5,553.24
62	Green Facility Cleaning LLC	Solar Panel cleaning	3,495.00
63	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling system	8,666.66
64	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	7,053.03
65	Identification & Security Integration Inc	Fargo HDP 6660XE ID Card printer	8,470.54
66	Imagine Systems Inc.	Professional consulting services	500.00
67	Ink'd Promo and Apparel	Luxivair SBD apparel to be used for promotional events and customer branded give-a-way apparel	6,457.36
68	Inland Valley Development Agency	Transactions reimbursement and Parcel BIC east land-rent	1,455,950.01
69	Innovative Federal Strategies LLC	Professional service - federal legislative	2,000.00
70	Jackhammer Movement Inc.	Event support, design & merchandise for airport	7,500.00
71	James W. Gourley III	Professional services agreement-environmental and technical consulting matters with base closure issues	4,650.00

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**6/26/2024**

Line	Company Name	Description	AP Register
72	Jonathan Galvan	Travel reimbursement 05/2024 Nashville TN. and 06/2024 Torrance CA- transportation fees	579.57
73	K&L Hardware and Plumbing Supply Inc.	Maintenance tools and supplies	1,209.55
74	Kaiser Foundation Health Plan, Inc.	Employee medical benefits	110,243.36
75	Ken Grody Ford Redlands LLC	Fleet vehicle parts and services	510.08
76	Left Coast Scales, LLC	Troubleshoot call-tested and inspected	1,627.06
77	Legal Shield Services Inc.	Employee legal group benefits	1,704.70
78	Leonida Builders Inc.	Concrete replacement project-Fuel Farm	640.00
79	Lumacurve	Airfield signs, replace light bulbs and parts	611.42
80	Mackinac Software LLC	Planned monthly service fees for AWOS weather system	89.00
81	Marlin Martinez	Travel reimbursement 03/2024 Fort Worth TX-baggage fees	30.00
82	Mead & Hunt Inc.	Professional consulting service agreement-providing air services development and airport development	6,330.00
83	MediWaste Disposal, LLC	Medical waste services for sharp containers	33.49
84	Merit Oil Company	Fuel inventory for fleet operations	42,922.22
85	Michael J. VanGorder Photography	Photography events & promotions	141.16
86	Miller Architectural Corporation	Architectural design plan-2nd floor terminal lactation and pet relief room project	3,550.00
87	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	6,937.36
88	National Construction Rentals Inc.	Portable hand-washing station rental-UNIFI	110.88
89	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k	28,396.20
90	Parkhouse Tire, Inc.	Fuel truck repairs and maintenance	5,118.62
91	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	10,629.67
92	Patton Sales Corp.	Metal supplies and materials	129.05
93	Paul Martinez	Annual boot reimbursement	157.64
94	Performance Electric	SCE Meter-3 phase meter located at the UAS	6,907.38
95	Pete's Road Service Inc.	Vehicle repairs and parts	159.50
96	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for	733.73
97	PlaneNoise Inc.	Noise complaint program	1,287.50
98	PourAway	Microbial enzyme hard surface spray cleaner-terminal	131.39
99	Pristine Uniforms	Uniforms-Security	507.23
100	Quinn Power Systems	Water pump and gaskets for forklift repairs	594.61
101	Red Star Fire Protection	Fire alarm monitoring-Bldg.56	115.00
102	Redlands Community News	Advertising	5,813.82
103	Refrigeration Control Company Inc.	Maintenance and repairs for 2 ice machines-FBO	1,350.26
104	RG Research Technologies, Inc.	Solar Thermal Power System	67,180.20
105	Right Energy Group LLC	Professional agreement for Green Energy Programs	6,500.00
106	San Bernardino County Fire Protection	Certified Unified Program Agency (CUPA) hazardous materials permit fees CERS revised	182.00
107	Shonsie Island	BSIS reimbursement	170.00
108	SITA Information Networking Computing USA	Maintenance and support fees	2,808.56
109	Southern California Edison	Electric power	120,308.36

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**6/26/2024**

Line	Company Name	Description	AP Register
110	Southern Computer Warehouse Inc.	To support networking equipment for Forestry Blue Line SIDA cameras	354.21
111	Staples Contract & Commercial LLC	Office supplies	8,052.90
112	Sundance Painting Company	Painting phase II project-Bldg.56	7,339.70
113	Sunwest Printing Inc.	Printing services	803.66
114	SWRCB	Permit fees	1,876.00
115	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	9,057.62
116	Telemetry and Process Controls Inc.	Service agreement for fuel control system providing maintenance, troubleshooting and programming updates	10,402.00
117	TELOS Identity Management Solutions, LLC.	TSA background checks and fingerprinting processing	2,155.50
118	Terrell Bowie	Travel reimbursement 04/2024 Las Vegas NV.- parking fees	80.00
119	Tetra Tech AMT	Development and implementation of safety management system	12,421.01
120	The Gas Company	Natural gas service	7,414.49
121	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	6,358,769.51
122	Tom Dodson & Associates	Professional services - environmental issues/projects	2,485.00
123	Trilogy Medwaste West LLC	Waste disposal service for international flights	4,199.34
124	Tri-Valley Industries Inc.	Roof repair project-Bldg.56	1,856.25
125	Uline Inc.	PPR & Safety supplies	1,983.03
126	Underground Service Alert Of Southern Cal	Notification system for underground utilities	27.50
127	University of California Riverside	UCR Career Center Partnership 2024 sponsorship	6,500.00
128	US Custom & Border Protection	Customs contract and inspection fees	6,721.87
129	US Customs & Border Protection	US Customs IT fees	1,439.41
130	USDA-United States Department of Agriculture	Wildlife Biologist services / hazard management services	8,245.82
131	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,447.55
132	Verizon Wireless	Wireless phone services	2,783.81
133	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	6,280.00
134	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals	26,019.75
135	Vocational Improvement Program Inc.	Weed abatement and clean-up of SBIAA offsite properties-Sterling & 3rd/5th	1,363.17
136	Waheed Majeed	Annual boot reimbursement	184.86
137	Western Exterminator Company	Pest control services	1,059.49
138	Wilson & Company Inc.	IRP landfill surface repairs	167.78
139	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
140	XGraphix LLC		953.20
	Total		\$ 9,035,960.00

**Visa Breakdown  
May 2024  
SBIAA**

Line	Description	Vendor	Dept.	
1	Satellite TV for Customs	Dish Network	HR	106.71
2	New hire drug screening	Exam Professionals Inc.	HR	50.00
3	Fuel Truck Repairs and Maintenance-replace broken hinge truck	Grainger	Fuel Farm	32.09
4	Fuel Truck Repairs and Maintenance-spare parts	Grainger	Fuel Farm	64.17
5	"No Parking" stencil	Smartsign	Maint	89.24
6	Anchor bolts for bollards at vehicle fuel station	Lowes	Maint	40.92
7	Anchor bolts for bollards at vehicle fuel station	Lowes	Maint	38.77
8	Various plants for landscaping-Bldg. 601	Sunshine Growers Nursery	Maint	418.07
9	Various plants for landscaping-Bldg. 601	Sunshine Growers Nursery	Maint	329.72
10	Plumbing supplies-flush valve returned	Zoro	Maint	(172.90)
11	Tools for F. James	Home Depot	Maint	991.64
12	Carpet supplies for carpet repairs IAF Jet bridge	Home Depot	Maint	204.10
13	Garage door supplies for repairs	Home Depot	Maint	113.25
14	Parking lot light bulbs -Bldg. 602	Home Depot	Maint	589.00
15	Hand tools for Maintenance (Facilities Division) Department	Home Depot	Maint	96.64
16	Shop tools-vacuum	Home Depot	Maint	170.57
17	Stickers for mailbox address-Bldg. 56	Home Depot	Maint	10.37
18	Plumbing supplies-flush valve IAF	Zoro	Maint	320.80
19	Water heater-FBO	Home Depot	Maint	99.75
20	Door switch terminal bldg.	Parts Town	Maint	131.00
21	Radio charger replacement	Airwave Communications	OPS	536.07
22	Construction safety & phasing plans registration-G Heaston.	American Association Airport Executives (AAAE)	OPS	595.00
23	Portable hand-washing station rental-UNIFI	National Construction Rentals Inc.	OPS	187.01
24	Hospitality alarm vendor meeting	Stater Bros.	Maint	36.48
25	Binoculars for MX managers truck	Harbor Freight	Maint	21.54
26	Microwave Oven-IAF	Lowes	Maint	64.11
27	Shipping fees-return fees	The UPS Store	Maint	45.50
28	Supplies for Hospitality Bar	Smart & Final	FBO	55.96
29	CO2 cylinder refill used for fountain drink machine	Airgas Inc.	FBO	56.54
30	Dry cleaning services for N266MP FBO	Family Dry Cleaning	FBO	145.25
31	Dry cleaning services for N88LP FBO	Family Dry Cleaning	FBO	72.25
32	Luxivair SBD flags	Johns Flags	FBO	543.75
33	Cable TV - FBO satellite cable TV subscription	Dish Network	FBO	149.85
34	Fuel for FBO courtesy vehicles	Chevron	FBO	52.66
35	Hospitality-Royal Airforce	Stater Bros.	FBO	104.43
36	Fuel for FBO courtesy vehicles	Chevron	FBO	45.77
37	Exterior & interior detailing for all FBO vehicles every 2 mos.	Belico Details mobile	FBO	1,270.00
38	Fuel for FBO courtesy vehicles	Chevron	FBO	29.86
39	Fuel for FBO courtesy vehicles	Chevron	FBO	58.39
40	Dry cleaning services for N226MD FBO	Family Dry Cleaning	FBO	96.75
41	Transportation for Aguilar retreat 4/3 & 4/4	Carreras Tours LLC	FBO	1,491.44
42	Hospitality catering for meetings with Cal Matters	Panera Bread	FBO	128.41
43	Fuel for FBO courtesy vehicles	Chevron	FBO	43.42
44	Fuel for FBO courtesy vehicles	Chevron	FBO	7.92
45	Fuel for FBO courtesy vehicles	Chevron	FBO	69.60
46	Pesticide Applicators seminar 05/15/2024 K. Kelly	Pesticide Applicators	Maint	115.00
47	Lunch meeting-maintenance	Jersey Mikes	Maint	105.84
48	Pesticide Applicators seminar 05/15/2024 M. Arivizu	Pesticide Applicators	Maint	115.00
49	ASE Study Guides for fleet	Endeavor Business	Maint	216.00
50	Bradford 40 gallon hot water heater-Bldg. 602	SupplyHouse	Maint	1,847.66
51	Quikrete 60lb concrete mix	Home Depot	Maint	255.13
52	Filter housing for water filter-Bldg. 601	Lowes	Maint	86.18
53	Bee flush out / removal	Bee Wranglers Inc.	Maint	400.00
54	Office 365 licensing for employees-Standard	www.office.com	IT	762.50
55	Office 365 licensing for employees-Basic	www.office.com	IT	220.00

**Visa Breakdown  
May 2024  
SBIAA**

Line	Description	Vendor	Dept.	
56	Office 365 licensing for employees-Premium	www.office.com	IT	600.00
57	Cloud server agencies website usage charges	Digital Ocean	IT	64.30
58	Parking revenue transaction processing CC processing	Windcave	IT	295.00
59	Website software management license	CPanel	IT	42.99
60	Streaming service TV content for concourse	Sling TV	IT	60.34
61	Online storage	Apple.com	IT	0.99
62	Hosted IT collaboration software	Slack	IT	43.75
63	Terminal background music streaming service	Soundtrack Your Brand	IT	54.00
64	CO2 cylinder refill used for fountain drink machine	Airgas Inc.	FBO	166.90
65	Misc. supplies including storage bins-FBO	Lowes	FBO	16.72
66	Air Cargo marketing - exhibit registration	Los Angeles Air cargo Association	Mktg.	875.00
67	Inflatable planes including set-up fees	The Executive Advertising	Mktg.	5,318.55
68	Subscription for editable high quality images, graphics, videos 3D objects and templates	Adobe.com	Mktg.	49.99
69	CalCard for personal use-Reimbursement due SBIAA	In-N-Out	Maint	47.09
70	Window tint maintenance trucks	Tint City Inc.	Maint	514.75
71	Brake pads blue golf cart	Golf Cars of Riverside	Maint	76.13
72	Seals for FBO Lectro Tug	O-Rings and Things	Maint	58.76
73	Thermostatic valve compressor #2	Ingersoll Rand	Maint	1,253.58
74	Window tint grounds truck	Tint City Inc.	Maint	257.38
75	Bolts for mower deck	Rainbow Bolt and supply	Maint	69.13
76	Seals for FBO Lectro Tug	O-Rings and Things	Maint	38.46
77	Welding gas refill for fleet shop	Airgas Inc.	Maint	404.87
78	Cable TV - FBO Movie subscription for theater	Netflix	FBO	22.99
79	Plumbing supplies-flush valve returned	Zoro		172.90
80	Travel X-1Conference 04/2024 Miami Fl-S. Garcia-lodging	Aloft Miami	Admin	791.00
81	Travel X-1 Conference 04/2024 Miami Fl. E. Obera-lodging	Aloft Miami	Admin	791.00
82	Travel ADB SafeGate AGL Maintenance Seminar 04/29-05/05/2024 Columbus OH.-J. Lenin	Southwest Airlines	Admin	44.00
83	Travel ADB SafeGate AGL Maintenance Seminar 04/29-05/05/2024 Columbus OH.-J. Garcia flight	Southwest Airlines	Admin	44.00
84	Travel ISC West Conference 04/2024 Las Vegas NV. parking fees	La Mirage	Admin	90.00
				\$ 26,019.75
	VISA Statement Balance			\$ 26,019.75
	Date Prepared: 06/05/2024			



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 4**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR APRIL 30, 2024 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, 2024 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, 2024, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$10,830,179.27 on March 31, 2024. Bank statements reflect \$11,168,798.24. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items on April 30, 2024.

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

**Attachments:**

1. Treasurer's Report for March 31, 2024



**SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**

**Treasurer Report**

**April 30, 2024**

<u>Cash</u>	Balance 03/31/24	Activities	Balance 04/30/24
<i>Checking Account - Wells Fargo Bank</i>	\$ 3,490,807.32	\$ 1,306,964.57	\$ 4,797,771.89
Deposits In Transit:			
Beginning	80,593.19	(80,593.19)	-
Ending		-	-
Outstanding Checks:			
Beginning	(232,261.61)	232,261.61	-
Ending		(338,618.97)	(338,618.97)
<i>Premium Money Market Account - Wells Fargo Bank</i>	3,614,674.95	3,201.25	3,617,876.20
Deposits In Transit:			
Beginning			
Ending			
<i>Payroll Account - Wells Fargo Bank</i>	4,927.38	1,182.71	6,110.09
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
Subtotal	6,958,741.23	1,124,397.98	8,083,139.21
<u>Investments</u>			
<i>Local Agency Investment Funds</i>	333,584.63	3,564.27	337,148.90
Deposits In Transit:			
Subtotal	333,584.63	3,564.27	337,148.90
<u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	1,546,878.95	6,459.85	1,553,338.80
Reserve Fund- US Bank 2021A series	527,422.78	2,202.55	529,625.33
Debt Service Fund-US Bank-2021B series	258,858.98	1,081.01	259,939.99
Reserve Fund -US Bank-2021B series	66,708.46	278.58	66,987.04
Subtotal	2,399,869.17	10,021.99	2,409,891.16
Total Cash and Investments	\$ 9,692,195.03	1,137,984.24	\$ 10,830,179.27

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 26, 2024**

**ITEM NO: 5**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**SUBJECT: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH MIRAU, EDWARDS, CANNON, LEWIN & TOOKE, LLP IN AN AMOUNT NOT TO EXCEED \$15,000 FOR SPECIAL LEGAL COUNSEL AND LITIGATION SUPPORT SERVICES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT**

### **SUMMARY**

This proposed amendment would amend the existing professional services agreement with Mirau, Edwards, Cannon, Lewin & Tooke, LLP to include an additional \$15,000 through the remaining FY 2023-24 for professional services for ongoing special legal counsel and litigation support services.

### **RECOMMENDED ACTION(S)**

Approve Amendment No. 1 to the Professional Services Agreement with Mirau, Edwards, Cannon, Lewin & Tooke, LLP in an amount not to exceed \$15,000 for a total contract amount of \$65,000; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

\$15,000 increase for legal services. In the event that the proposed budget adjustment is approved on today's agenda, funding for these professional services will be included in the then adjusted San Bernardino International Airport Authority's Fiscal Year 2023-2024 Budget in General Fund, Account 50501 - Other Litigation in the amount of \$65,000.

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

**BACKGROUND INFORMATION**

The San Bernardino International Airport Authority (SBIAA) Commission approved a Professional Services Agreement with Mirau, Edwards, Cannon, Lewin & Tooke, LLP in the amount of \$50,000. Additional funds are necessary due to additional tenant-related matters on lease agreements through the balance of the fiscal year.

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  
[Mirau, Edwards, Cannon, Lewin & Tooke]**

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the 26th day of June 2024, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and Mirau, Edwards, Cannon, Lewin & Tooke (the "Consultant").

**I. RECITALS**

A. The SBIAA and Consultant entered into that certain Agreement for Professional Services dated July 1, 2023 to perform special counsel and litigation support services for SBIAA for fiscal year 2023-2024 ("Agreement");

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1 effective June 26, 2024.

**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 Mirau, Edwards, Cannon, Lewin & Tooke is \$15,000; for a total revised contract amount as provided in Section 4A of \$65,000 for Fiscal Year 2023/24.

**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, Executive Director

ATTEST:

\_\_\_\_\_  
Jillian Ubaldo, Assistant Secretary of the Commission

**CONSULTANT**

Mirau, Edwards, Cannon, Lewin & Tooke

By: \_\_\_\_\_  
Michael Lewin, Partner



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 6**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**SUBJECT: APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH HERNANDEZ, KROONE AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$18,000 FOR PROFESSIONAL ENGINEERING SERVICES**

### **SUMMARY**

This proposed amendment would amend the existing Professional Services Agreement with Hernandez, Kroones and Associates (HKA) to include an additional \$18,000 through the remaining Fiscal Year 2023-24 for professional engineering services required for ongoing Airport development projects. The additional engineering services include ongoing review of the Landing project by San Manuel and impacts and approvals from the Airport relating to Airport owned utilities and roadways.

### **RECOMMENDED ACTION(S)**

Approve Amendment No. 2 to the Professional Services Agreement with Hernandez, Kroone and Associates in an amount not to exceed \$18,000 for a total contract amount of \$168,000; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None for Fiscal Year (FY) 2023-2024. In the event the SBIAA Commission approves the FY 2024-205 proposed budget under consideration at this meeting, funding for Amendment No. 2 to HKA's Professional Services Agreement will be included in the San Bernardino International Airport Authority's Fiscal Year 2023-2024 Budget in the General Fund, Account 50605 - Professional Services-Engineering in the amount of \$18,000 for this amendment.

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**

The San Bernardino International Airport Authority (SBIAA) Commission approved a Professional Services Agreement with HKA at the June 28, 2023 meeting in the amount of \$100,000. The SBIAA Commission approved Amendment No. 1 to the Professional Services Agreement at the January 24, 2024 meeting for a total revised contract amount of \$150,000. Additional services are necessary for review of airport impacted roads and utilities. Costs for HKA professional services will be recovered by the airport through permit fees.

Staff recommends the Commission approve the above actions.

**Attachments:**

1. Amendment No. 2

**SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**

**AMENDMENT NO. 2 TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

[Hernandez, Kroone & Associates, a California corporation]

This Amendment No. 2 to the Agreement for Professional Services is entered into and shall be effective as of the 26th day of June, 2024, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and HERNANDEZ, KROONE & ASSOCIATES, a California corporation (the "Consultant").

**I. RECITALS**

A. The SBIAA and Consultant entered into that certain Agreement for Professional Services dated July 1, 2023 to perform civil engineering services for SBIAA for fiscal year 2023-2024 ("Agreement");

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 2 effective June 26, 2024.

**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 Hernandez, Kroone & Associates is \$18,000; for a total revised contract amount as provided in Section 4A of \$168,000 for Fiscal Year 2023/24.

**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. 2, the terms and provisions of this Amendment No. 2 shall control.

///

**[SIGNATURES ON FOLLOWING PAGE]**

///



IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 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:

\_\_\_\_\_  
Jillian Ubaldo, Assistant Secretary of the Commission

**CONSULTANT**

Hernandez, Kroone & Associates, a California  
corporation

By: \_\_\_\_\_  
Richard R. Hernandez, Principal



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 7**

**PRESENTER: Mark Gibbs, Director of Aviation**

**SUBJECT: APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. AN AMOUNT NOT TO EXCEED \$10,000 FOR SPECIALIZED CONSULTANT SERVICES FOR AIR SERVICE DEVELOPMENT AND TECHNICAL DATA SUPPORT FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT**

### **SUMMARY**

This proposed amendment would amend the existing Professional Services Agreement with Mead & Hunt, Inc. to include an additional \$10,000 through the remaining Fiscal Year (FY) 2023-2024 for professional services for ongoing air service development and technical data support.

### **RECOMMENDED ACTION(S)**

Approve Amendment No. 1 to the Professional Services Agreement with Mead & Hunt, Inc. in an amount not to exceed \$10,000 for a total contract amount of \$90,000; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. Funding for this Amendment No. 1 to the Mead & Hunt, Inc. Professional Services Agreement is included in the adjusted San Bernardino International Airport Authority Fiscal Year 2023-2024 Budget in the General Fund, Account 50560 - Professional Services-Other in the amount of \$185,000 of which \$10,000 is available to fund this amendment.

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

**BACKGROUND INFORMATION**

The San Bernardino International Airport Authority (SBIAA) Commission approved a Professional Services Agreement with Mead & Hunt, Inc. in the amount of \$80,000. Additional funds are necessary due to additional air service development services through the balance of the fiscal year.

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  
[Mead & Hunt, Inc.]**

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the 26th day of June 2024, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and MEAD & HUNT, INC. (the "Consultant").

**I. RECITALS**

A. The SBIAA and Consultant entered into that certain Agreement for Professional Services dated July 1, 2023 to perform specialized consultant services for air service development and technical data support for SBIAA for fiscal year 2023-2024 ("Agreement");

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1 effective June 26, 2024.

**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 Mead & Hunt, Inc. is \$10,000; for a total revised contract amount as provided in Section 4A of \$90,000 for Fiscal Year 2023/24.

**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, Executive Director

ATTEST:

\_\_\_\_\_  
Jillian Ubaldo, Assistant Secretary of the Commission

**CONSULTANT**

Mead & Hunt, Inc.

By: \_\_\_\_\_  
Joseph Pickering, VP Air Service



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 8**

**PRESENTER: Jeff Barrow, Director of Development**

**SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION WITH RG RESOURCE TECHNOLOGIES, INC. FOR THE SOLAR THERMAL POWER SYSTEM FOR THE AIRPORT FIRE STATION AND AUTHORIZE THE RELEASE OF RETAINED FUNDS**

### **SUMMARY**

Installation of the Solar Thermal Power System will help to offset the Airport Fire Station's energy usage by generating electrical power through a roof mounted thermal storage system. RG Resource Technologies, Inc. has completed the work in accordance with the plans and specifications.

### **RECOMMENDED ACTION(S)**

Approve the filing of a Notice of Completion with RG Resource Technologies, Inc. for the Solar Thermal Power System for the Airport Fire Station and authorize the release of retained funds; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None.

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

**BACKGROUND INFORMATION**

On December 21, 2023, the San Bernardino International Airport Authority (SBIAA) Commission approved the purchase of the GEN2O Solar Thermal Power System from RG Resource Technologies. The system was specifically intended for the Airport Fire Station, as it runs 24 hours a day and uses a considerable amount of energy, making it ideal for eco-friendly energy solutions. This project involved the installation of twenty (20) solar modules mounted on the roof, which can convert sunlight into electricity. Additionally, it included the setup of supporting structures, wiring, piping, heat exchange systems, and two (2) thermal storage units with a capacity of 750 gallons each.

The GEN2O Solar Thermal Power System's uniqueness lies in its ability to generate electricity from photovoltaic solar arrays while also harnessing solar power for thermal storage. The Airport Fire Station will significantly reduce its reliance on natural gas by utilizing solar powered hot water through the implementation of the thermal storage system. This will lead to long-term cost savings in energy expenses. RG Resource Technologies, Inc., the company responsible for the installation, training, and service support, has also provided a 10-year warranty to SBIAA. Their Gen2O Solar Thermal Power System is the only dual unit product available in the US market that can deliver both solar power and hot water instantly. The project is now complete. The total cost was the original bid amount of \$70,716 with SBIAA eligible to receive a tax credit of up to 30% under the Federal Inflation Reduction Act.

Staff recommends the Commission approve the above recommended action.

**Attachments:**

1. Photo
2. Site Map










Project Location

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: June 26, 2024</b></p> <p><b>ITEM NO: 9</b></p> <p><b>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</b></p>
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**SUBJECT: APPROVE MEETING MINUTES: MAY 22, 2024**

**SUMMARY**

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, May 22, 2024.

**RECOMMENDED ACTION(S)**

Approve meeting minutes of the regular meeting held May 22, 2024.

**FISCAL IMPACT**

None.

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

**BACKGROUND INFORMATION**

None.

**Attachments:**

1. May 22, 2024 meeting minutes.

# SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

## REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, MAY 22, 2024

5:00 P.M.

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



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

### Commission Members

#### City of Colton

Mayor Frank J. Navarro, President	Present
Councilmember John Echevarria (alt)	Present (in audience)

#### City of Loma Linda

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

#### County of San Bernardino

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

#### City of San Bernardino

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

#### City of Highland

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

#### Staff Members and Others Present

Michael Burrows, Chief Executive Officer	Scott Huber, Legal Counsel, Cole Huber LLP
Mark Cousineau, Director of Finance	Wendy McConaughy, FBO Manager
Mark Dennis, Information Services Manager	Darrel Hale, Property Manager
Jeff Barrow, Director of Development	Jillian Ubaldo, Deputy Clerk of the Board

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:01 p.m. on Wednesday, May 22, 2024.

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

Roll call was duly noted and recorded by voice.

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

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

C. **CLOSED SESSION**

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

- a. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Hinojosa v. San Bernardino International Airport, Inc., et al., San Bernardino County Superior Court, Case No. CIVSB2025068
- b. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130

D. **REPORT ON CLOSED SESSION**

President Frank Navarro reconvened the meeting at 5:20 p.m. President Navarro asked Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, if there were any reportable items. Mr. Huber reported that there were none.

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

There were no items to be added or deleted.

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 Airport Technical Advisory Committee
- 2a. Mr. Michael Burrows, Chief Executive Officer, spoke on the FAA Reauthorization Bill pertaining to provisions for airports across the country and expressed great appreciation to Congressman Pete Aguilar.
- 2b. Mr. Michael Burrows, Chief Executive Officer, provided an overview of the 30<sup>th</sup> Annual Inland Empire World Trade Conference and expressed gratitude to Atif Elkadi, Chief Executive Officer of the Ontario International Airport, for speaking on airport activities during the event.
- 2c. Mr. Michael Burrows, Chief Executive Officer, provided an overview on the Airport Technical Advisory Committee and spoke on advisory procedures and the Good Neighbor Program.

**H. COMMISSION CONSENT ITEMS**

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

3. Register of Demands for April 2024
4. Receive and file Treasurer's Report for March 31, 2024, for the San Bernardino International Airport Authority (SBIAA)
5. Approve Amendment No. 2 to the Professional Services Agreement with Three–2–One, Inc. DBA Imagine Systems, Inc. in an Amount not to Exceed \$9,500 for IT Preventative Maintenance Services for the San Bernardino International Airport Authority (SBIAA)
6. Approve the Filing of a Notice of Completion for the Construction Contract with Leonida Builders, Inc. for the North Parking Lot Kiosk Project and Authorize the Release of Retained Funds
7. Approve Meeting Minutes: April 27, 2024

**ACTION:** Approve Agenda Item Nos. 3–7

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

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

8. Consider and Adopt proposed budget adjustments for Fiscal Year 2023–2024

Mr. Mark Cousineau, Director of Finance, provided a brief report of the proposed budget adjustments.

**ACTION:** Consider and approve budget adjustments reflected in the attached “Proposed Budget Adjustments Table” for Fiscal Year 2023–2024.

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

9. Consider and discuss a report on the UAS Center at SBD

Mayor Frank Navarro introduced Ms. Kim Benson, UAS Center at SBD Administrator. Ms. Benson provided an overview of the UAS Center at SBD and discussed regional economic development.

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

**ACTION:** Consider and discuss a report on the UAS Center at SBD

10. Approve Procurement of AQMD Compliant JST–30–E Series Electronic Cargo and Baggage Tractor (Tug) Through Aero Specialties in an Amount not to Exceed \$90,873.72

Ms. Wendy McConaughy, FBO Manager, provided a brief report on the proposed procurement for the AQMD Compliant JST–30–E Series Electronic Cargo and Baggage Tractor.

**ACTION:** Authorize staff to procure a TLD Manufactured Electric Airport Cargo & Baggage Tractor (TUG) through Aero Specialties in an amount not to exceed \$90,873.72, consistent with the San Bernardino International Airport Authority (SBIAA) purchasing policies and procedures; and authorize the Chief Executive Officer to execute all related documents.

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

11. Approve an Amended and Restated Land Lease Agreement with Ashley Furniture Industries, Inc. for Approximately 11.98 Acres of Property

Mr. Darrel Hale, Property Manager, provided a brief report on the proposed lease agreement with Ashley Furniture Industries Inc.

Mayor Pro–Tem Larry McCallon asked questions on the estimated construction amount and costs the tenant will incur.

Mr. Michael Burrows clarified SBIAA costs, tenant responsibilities, and rent payment schedules.

**ACTION:** Approve an Amended and Restated Land Lease Agreement with Ashley Furniture Industries, Inc. for approximately eleven point nine eight (11.98) acres of property; and authorize the Chief Executive Officer to execute all related documents, subject to technical and conforming changes as approved by counsel.

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

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

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled “June 30, 2024 and informed the Board that the proposed SBIAA budget will be presented at the next regular Board Meeting.

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

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

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no open session public comments.

L. **COMMISSION MEMBER COMMENT**

There were no Commission comments.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:53 p.m.

**Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, June 26, 2024.**

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Jillian Ubaldo  
Assistant Secretary of the Commission





**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 10**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024**

### **SUMMARY**

The proposed adjustments to the Fiscal Year 2023-2024 San Bernardino International Airport Authority's (SBIAA) budget fund various increased expenses related to improvements, repairs and replacement work needed to support passenger and cargo air service and airport operations. Commission approval is required for changes to the Capital Projects Fund. This proposed adjustment for Fiscal Year 2023-2024 is detailed in the "Proposed Budget Adjustments Table".

### **RECOMMENDED ACTION(S)**

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

### **FISCAL IMPACT**

None. The composition for the requested adjustments is detailed in the attached "Proposed Budget Adjustment Table". The combined net effect on the San Bernardino International Airport Authority's Fiscal Year 2023-2024 Budget, if approved, would be a zero (\$0.00) change in budgetary net income.

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**

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

The net effect of the proposed budget adjustments is zero dollars (\$0.00). Offsetting increases and decreases of budgeted amounts is among the accounts or line items within the General and Luxivair-SBD (FBO) funds.

Staff recommends the Commission approve the proposed budget adjustments.

**Attachments:**

1. SBIAA FY 2023-24, June 22, 2024, Budget Adjustments Table

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

**PROPOSED BUDGET ADJUSTMENTS TABLE**

Proposed Adjustments			Approved Budget	Proposed Adjustments	Adjusted Budget
<i>Expenditures &amp; Transfers Out</i>					
<b>A</b>	General Fund	50500 - Legal	\$ 155,000	\$ (15,000)	\$ 140,000
<b>A</b>	General Fund	50501 - Other Litigation	50,000	15,000	65,000
<b>B</b>	General Fund	50440 - Vehicle Replacement	416,000	(25,000)	391,000
<b>B</b>	General Fund	50427 - Fees	60,000	12,000	72,000
<b>B</b>	General Fund	50375 - Software	222,000	13,000	235,000
<b>C</b>	Luxivair-SBD (FBO)	50427 - Fuel & Lubricants	385,000	(22,000)	363,000
<b>C</b>	Luxivair-SBD (FBO)	50410 - Electric	130,000	21,000	151,000
<b>C</b>	Luxivair-SBD (FBO)	50325 - Supplies: Maintenance & Repairs	-	1,000	1,000
<b>D</b>	Luxivair-SBD (FBO)	47007 - Cost of Fuel - Jet A	118,800,000	(40,000)	118,760,000
<b>D</b>	Luxivair-SBD (FBO)	47006 - Cost of Fuel - Avgas	270,000	40,000	310,000
			-	-	-
Increase (Decrease) in expenditures & transfers out				-	
<i>Revenues &amp; Transfers In</i>					
				-	-
Increase (Decrease) in revenues & transfers in				-	
Net Budget Adjustment, Revenues in Excess of Expenses				\$ -	

**Notes**

- A** \$15,000 increase in Other Litigation offset by a \$15,000 decrease in Other Litigation to support special counsel expenses for property related matters.
- B** Combined net zero dollar changes among General Fund accounts that are projected to exceed the approved line item budgets offset by projected budgetary savings from decreased vehicle replacements due to security vehicle supply chain delays.
- C** Combined net zero dollar changes among Luxivair-SBD (FBO) Fund accounts that are projected to exceed the approved line item budgets offset by projected budgetary savings from decreased usage and/or prices of Fuel & Lubricants.
- D** Combined net zero dollar changes among Luxivair-SBD (FBO) Fund aviation fuel accounts to provide budgetary authority to purchase Avgas by reducing projected Jet-A fuel line item budget surplus from decreased Jet-A costs.



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 11**

**PRESENTER: Scott Huber, Legal Counsel**

**SUBJECT: APPROVE THE FORM OF AN EMPLOYMENT AGREEMENT WITH MICHAEL BURROWS TO SERVE IN THE CAPACITY OF CHIEF EXECUTIVE OFFICER**

### **SUMMARY**

Michael Burrows has served as the San Bernardino International Airport Authority's (SBIAA) Executive Director/Chief Executive Officer (CEO) since July of 2015. Michael Burrows' current contract is set to expire as of June 30, 2024. Pursuant to the direction of the SBIAA Board, a proposed new contract has been agendized for consideration. During the term of the proposed new agreement, Mr. Michael Burrows will oversee all administrative and operational matters of both the Inland Valley Development Agency (IVDA) and SBIAA organizations. In addition, he will be responsible for continuing to implement the adopted Strategic Plans and Business Plans for each organization as a function of his evaluation process. This item was previously reviewed and approved at the IVDA Board meeting on June 12, 2024.

### **RECOMMENDED ACTION(S)**

Approve the form of an Employment Agreement with Michael Burrows to serve in the capacity of Chief Executive Officer; and authorize the President to execute the agreement on behalf of the San Bernardino International Airport Authority (SBIAA)

### **FISCAL IMPACT**

Sufficient funding for the Chief Executive Officer position is included in the proposed San Bernardino International Airport Authority (SBIAA) Budget for Fiscal Year 2024-2025. The salary, benefits, and associated employer expenses will be covered through a 50% cost allocation with the Inland Valley Development Agency (IVDA).

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

**BACKGROUND INFORMATION**

Mr. Michael Burrows has served the IVDA and SBIAA as their Executive Director/CEO for the past nine years. Mr. Burrows began his tenure with the IVDA in 1997 and has subsequently served in various capacities and private sector roles including the Acting Executive Director from 2014-2015. He has over 27 years of experience with SBIAA and IVDA.

During the term of the Agreement, Mr. Burrows will oversee all administrative and operational matters of the organization. Specifically, as set out in the Agreement, he is responsible for scheduling meetings necessary to complete the strategic goal-setting process for each organization. He then will be responsible for the performance of those goals assigned to the Chief Executive Officer and those will form the basis for his evaluation.

The Agreement provides that the two organizations will share the Chief Executive Officer, although to do so does not form a joint powers entity or joint venture between them but promotes fiscal and operational efficiency. Costs will be allocated between the two organizations as set out in their respective budgets.

Pursuant to the direction of the SBIAA Commission, the proposed Agreement follows the same format as that approved by the IVDA for the Chief Executive Officer. The salary shall be subject to final recommendations from the SBIAA Commission and acceptance by Mr. Burrows. In addition, Mr. Burrows will be eligible for a bonus at the sole discretion of the IVDA Board and SBIAA Commission after the evaluation process. In addition, he will receive ten (10) days of administrative leave that must be used or cashed out during each fiscal year, as well as reimbursement or payment for his life insurance at the current cost level. Otherwise, he serves at will, and the terms and conditions of his employment are the same as those for IVDA and SBIAA management staff.

**Attachments:**

1. Form of Employment Agreement

## **EMPLOYMENT AGREEMENT**

### **Chief Executive Officer**

This Agreement ("Agreement") is made and entered into effective the 1<sup>st</sup> day of July, 2024 (the "effective date"), by and between the Inland Valley Development Agency ("IVDA"), the San Bernardino International Airport Authority ("SBIAA") (when acting together the "Employer") and Michael Burrows ("Employee") for the reasons and on the terms and conditions set out below.

#### **RECITALS**

A. Employee has served IVDA and SBIAA for the past 26 years, beginning in 1997, and since July 1, 2015 has held the position of Executive Director/CEO and previously served as the Acting Executive Director; and

B. As such, he has the experience and knowledge to serve as their Chief Executive Officer; and

C. The IVDA Board and SBIAA Commission have determined to act together and employ him as their Chief Executive Officer, and he has agreed to accept that position on the terms and conditions set out herein.

NOW, THEREFORE, the Parties agree that the Recitals set out above are true and correct and further agree as follows:

#### **I. EMPLOYMENT**

A. Appointment of Chief Executive Officer: As of the effective date, the Employer appoints Michael Burrows to act as its Chief Executive Officer. The Employee shall serve at the will and at the pleasure of the Employer and on the terms and conditions set out herein.

B. Term of Agreement: The initial term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2026, unless sooner terminated as set out in 1.C below.

C. Termination of Employment:

1. The Chief Executive Officer serves at the pleasure of the Employer. Either Employer or Employee may terminate this Agreement without cause upon 30 calendars days' prior written notice from one party to the other.

2. Conviction: Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated by the Employer immediately, without compliance with subsection C.1 above, in the event that the Employee is convicted of a crime of moral turpitude.

D. Employer Action. The Employer, for purposes of this Agreement, is composed of two independent and separate joint powers authorities, IVDA and SBIAA, which have agreed to share a Chief Executive Officer at least for the period of this Agreement. Employee generally shall be paid by IVDA and reporting of compensation paid shall be made by IVDA. The parties do not intend to and do not form a joint powers authority or a joint venture by entering into this Agreement but will share resources for their mutual good and economic efficiency. The goals and

objectives for the Chief Executive Officer may be different for each agency.

Any and all action as to this Agreement or the Chief Executive Officer shall be taken by majority vote of a quorum of the Board or Commission of each agency, whether separately or in joint session, and as otherwise provided by their policies and procedures.

## **II. POWERS, DUTIES AND RESPONSIBILITIES.**

Employee shall function as the Chief Executive Officer and shall be vested with the powers, duties, and responsibilities necessary for the management of the IVDA and SBIAA as provided by their resolutions, policies or procedures, and as further provided by the Employer.

## **III. COMPENSATION**

A. Salary: Upon the effective date of this agreement, the Chief Executive Officer shall receive a gross salary of \$\_\_\_\_\_ per year. The salary will be paid in equal monthly installments at the same time other employees of the Employer are paid and subject to the same withholding of taxes and other authorized amounts. Employee may be eligible for a bonus as set out in Section IV hereof. The Chief Executive Officer shall receive any COLA increases granted to employees.

B. Benefits: Except as set out here, the Chief Executive Officer shall be entitled to and shall accrue the same benefits as all other employees, as those may be determined from time to time and the Employer shall pay the costs of such benefits in the same manner and amount as for other Employees. In addition: 1) Employee shall have 10 days of Paid Administrative Leave that accrues on July 1, 2024, and each July 1 thereafter. Such leave must be used or cashed out during each fiscal year; and 2) IVDA shall pay or reimburse the cost of Employee's life insurance at the current level.

C. Professional Development; Associations and Subscriptions: IVDA shall budget and pay for the professional dues and subscriptions of the Chief Executive Officer necessary for his performance of the job as well as for any budgeted conferences, training or seminars. Attendance at any such conference, training, or seminars shall be reported to the IVDA Board and SBIAA Commission periodically.

D. Indemnification: IVDA and SBIAA shall indemnify and defend the Chief Executive Officer as required by state law. The Chief Executive Officer shall be named on the IVDA and SBIAA E&O coverage policies.

## **IV. PERFORMANCE EVALUATION**

The Board of IVDA and the SBIAA Commission shall work with the Chief Executive Officer to implement their respective strategic plans. Those plans include certain short-term performance goals for Employee for the remainder of that fiscal year, and may include additional long-range goals for the entire period of this contract. Those goals and objectives may be different for IVDA and for SBIAA. Any goals shall include a performance measurement. It is the responsibility of the Chief Executive Officer to schedule all meetings necessary to meet this time frame.

By June 30, 2025, Employer shall evaluate Employee based upon such performance goals and through a specific process jointly determined by Employer and Employee. IVDA shall evaluate

the Employee based upon IVDA goals, and SBIAA upon its goals. Employer at its sole discretion may utilize the evaluation process to determine a bonus or merit increase for Employee. At such evaluation, the Employer shall determine if it wishes to change the format or scope of this Employment Agreement.

Thereafter, the Employer shall evaluate the Employee annually by June 30 of each year. Notwithstanding, the Employer may evaluate the Chief Executive Officer at any time and for any reason.

## **V. MISCELLANEOUS PROVISIONS**

A. Notices: Notices pursuant to this Agreement shall be in writing given by personal delivery or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**IVDA:**

1601 E. Third Street, Suite 100  
San Bernardino, CA 92408  
ATTN: Chairperson

**Chief Executive Officer:**

P.O. BOX 7695  
Redlands, CA 92375  
ATTN: Michael Burrows

B. Entire Agreement: The text herein shall constitute the entire Agreement between the parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

C. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. Prevailing Party: In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

E. Governing Law: the laws of the State of California shall govern This Agreement with venue in the County of San Bernardino.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**EMPLOYER:**

**Inland Valley Development Agency**

By: \_\_\_\_\_  
Printed Name: Mayor Phillip Dupper  
Title: Chairperson

**EMPLOYEE:**

By: \_\_\_\_\_  
Michael Burrows

**San Bernardino International Airport  
Authority**

By: \_\_\_\_\_  
Printed Name: Mayor Frank Navarro  
Title: President



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 12**

**PRESENTER: Jonathan Galvan, Airport Manager**

**SUBJECT: APPROVE A MULTI-YEAR 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 FROM JULY 1, 2024 TO JUNE 30, 2028 IN AN AMOUNT NOT TO EXCEED \$344,110**

### **SUMMARY**

The San Bernardino International Airport Authority (SBIAA) is required by the Federal Aviation Administration (FAA) to maintain a Wildlife Hazard Management Plan (WHMP) and contract with an FAA qualified wildlife biologist to assist in maintaining the program. Approval of this item will allow SBIAA to contract with the USDA APHIS and WS for an FAA qualified wildlife biologist to provide the services necessary to prevent and mitigate wildlife hazards on the airfield for the safety of aircraft passengers and to maintain compliance with FAA requirements.

### **RECOMMENDED ACTION(S)**

Approve the multi-year professional services agreement with the USDA APHIS and WS for a total amount not to exceed \$344,110 over the term of the agreement; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None for Fiscal Year (FY) 2023-2024. In the event the SBIAA Commission approves the FY 2024-2025 proposed budget under consideration at this meeting, funding for USDA APHIS and WS services will be included in the General Fund, Account 52124 - Wildlife Management for \$100,00 of which \$77,845 will be allocated to this agreement.

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**

Since aircraft activity at the San Bernardino International Airport (SBD) has continued to increase in recent years, balancing growth and mitigating wildlife events through implementation of the Airport's FAA approved Wildlife Hazard Management Plan is required to minimize hazards to aircraft.

On May 24, 2023 the SBIAA Commission approved a professional services agreement with USDA APHIS and WS to provide an FAA qualified wildlife biologist through a cost-share agreement with another Southern California airport. This arrangement balances program costs with the staffing requirements necessary to minimize wildlife hazards on the airfield.

In subsequent fiscal years, a budget allocation for this agreement will be included for the SBIAA Commission's consideration and approval.

Staff recommends the Commission approve the above recommended action.

**Attachments:**

1. USDA APHIS and WS Cooperative Services Agreement

# USDA APHIS WILDLIFE SERVICES WORK AND FINANCIAL PLAN

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<b>COOPERATOR:</b>	<b>San Bernardino International [SBD] (Cooperator)</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>24-7306-7191-RA</b>
<b>ACCOUNT WBS:</b>	<b>AP.RA.RX06.73.0274</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2024 – June 30, 2028</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$344,100.10</b>

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Pursuant to Cooperative Service Agreement No. 24-7306-7191-RA between Cooperator and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

## OBJECTIVES/GOALS

APHIS-WS objective is to provide professional FAA-qualified wildlife damage management assistance to reduce or manage damage caused by wildlife to aircraft at San Bernardino International Airport.

Specific goals are:

1. To provide direct assistance for Cooperator from wildlife conflicts or damage.
2. To provide direct assistance in the form of educational information.
3. To provide recommendations to SBD airport on mitigating wildlife hazards to aircraft, including insect management strategies.
4. To provide training to airport personnel in identifying and managing wildlife hazards to aircraft at SBD airport. Length and frequency of training sessions will be at the discretion of USDA-APHIS-WS.
5. To review landscaping plans and assist in wildlife monitoring during construction projects.

## PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner.

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and or technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. APHIS-WS District Supervisor, Russel Odell, California Airport District, will supervise this project, (530) 601-6949. This project will be monitored by Jeffrey B. Flores, WS-California State Director, in Sacramento, California, (916) 979-2675.
3. APHIS-WS will invoice Cooperator quarterly for actual costs incurred in providing service, provided there are billable expenses posted at the time of billing for the quarter of service. The combined quarter billings for the performance period in this Work and Financial Plan will not exceed \$344,100.10. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one quarter after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

## PROCUREMENT

Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

## STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Cooperator and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations.
2. APHIS-WS will cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, California Department of Transportation, California Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

## COST ESTIMATE FOR SERVICES:

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement.

### FINANCIAL PLAN: ½ Time Wildlife Biologists 07/01/24 - 06/30/25

Cost Element	Full Cost	
Personnel Compensation	\$	49,911.71
Travel	\$	1,870.00
Vehicles	\$	3,939.06
Other Services	\$	1,500.00
Supplies and Materials	\$	2,000.00
Equipment	\$	2,000.00
Subtotal (Direct Charges)	\$	61,220.77
Pooled Job Costs	11.00%	\$ 6,734.29
Indirect Costs	16.15%	\$ 9,887.16
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	77,842.21

**½ Time Wildlife Biologists  
 07/01/25 - 06/30/26**

Cost Element	Full Cost	
Personnel Compensation	\$	55,559.30
Travel	\$	1,870.00
Vehicles	\$	3,939.06
Other Services	\$	1,500.00
Supplies and Materials	\$	2,000.00
Equipment	\$	2,000.00
Subtotal (Direct Charges)	\$	66,868.36
Pooled Job Costs	11.00%	\$ 7,355.52
Indirect Costs	16.15%	\$ 10,799.24
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	85,023.12

**½ Time Wildlife Biologists  
 07/01/26 - 06/30/27**

Cost Element	Full Cost	
Personnel Compensation	\$	57,982.23
Travel	\$	1,870.00
Vehicles	\$	3,939.06
Other Services	\$	1,500.00
Supplies and Materials	\$	2,000.00
Equipment	\$	2,000.00
Subtotal (Direct Charges)	\$	69,291.29
Pooled Job Costs	11.00%	\$ 7,622.04
Indirect Costs	16.15%	\$ 11,190.54
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	88,103.88

**½ Time Wildlife Biologists  
 07/01/27 - 06/30/28**

Cost Element	Full Cost	
Personnel Compensation	\$	61,935.84
Travel	\$	1,870.00
Vehicles	\$	3,939.06
Other Services	\$	1,500.00
Supplies and Materials	\$	2,000.00
Equipment	\$	2,000.00
Subtotal (Direct Charges)	\$	73,244.90
Pooled Job Costs	11.00%	\$ 8,056.94
Indirect Costs	16.15%	\$ 11,829.05
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	93,130.89

USDA-APHIS will bill SBD on a quarterly basis for costs incurred, not to exceed \$77,842.21 for the agreement year 07/01/2024 through 06/30/2025, and \$85,023.12 for the agreement year 7/1/2025 through 6/30/2026, and \$88,103.88 for the agreement year 7/1/2026 through 6/30/2027, and \$93,130.89 for 7/1/2027 through 6/30/2028. Expenses may be moved from one category to another.

**AUTHORIZATION:**

JONATHAN GALVAN, AIRPORT MANAGER  
 1601 E. 3<sup>rd</sup> Street  
 San Bernardino, CA 92408 (909) 382-0011  
 jgalvan@sbdairport.com

\_\_\_\_\_  
 Jonathan Galvan, Airport Manager  
 TIN# 33-0527608

\_\_\_\_\_  
 Date



UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

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Jeffrey B. Flores, State Director, California

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Date

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Wendy Anderson, Director, Western Region

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Date



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**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 2024-2025**

### **SUMMARY**

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

### **RECOMMENDED ACTION(S)**

Approve the San Bernardino International Airport Authority (SBIAA) Budget for Fiscal Year 2024-2025 consisting of: (a) Fiscal Year 2023-2024 Budget to Actual with Fiscal Year 2024-2025 Proposed Budget; (b) Fiscal Year 2024-2025 SBIAA Proposed Budget; (c) Airport Fee Schedule; and (d) Luxivair SBD Pricing Policy.

### **FISCAL IMPACT**

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

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

**BACKGROUND INFORMATION**

This proposed budget for Fiscal Year 2024-2025 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 Structure Charts
2. SBIAA Fiscal Year 2023-2024 Budget to Actual with Fiscal Year 2024-2025 Proposed Budget
3. SBIAA 2024-2025 Proposed Budget
4. Airport Fee Schedule
5. Luxivair SBD Pricing Policy



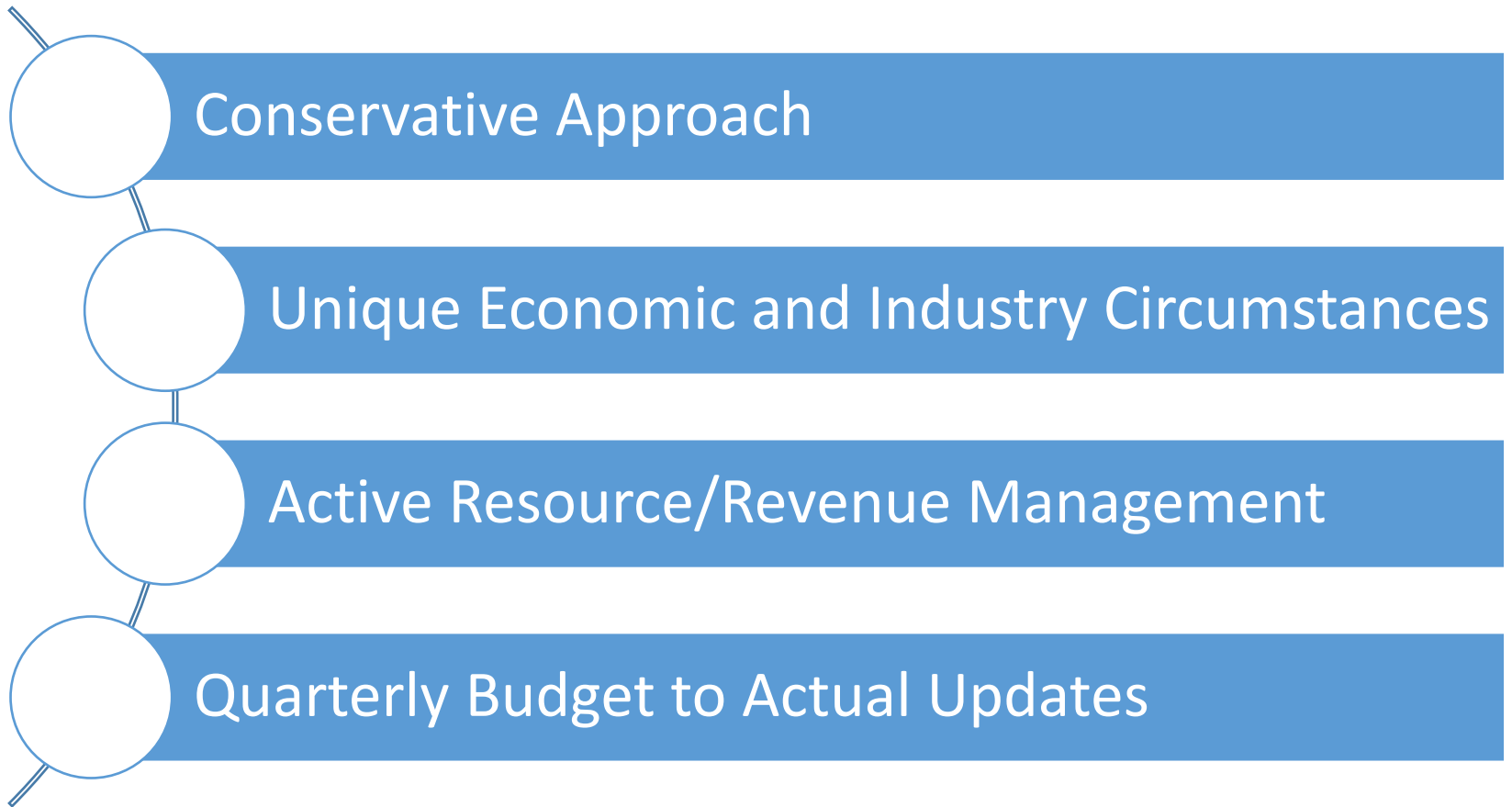
## **Proposed FY 2024/25 Annual Budget Overview**

**June 26, 2024**

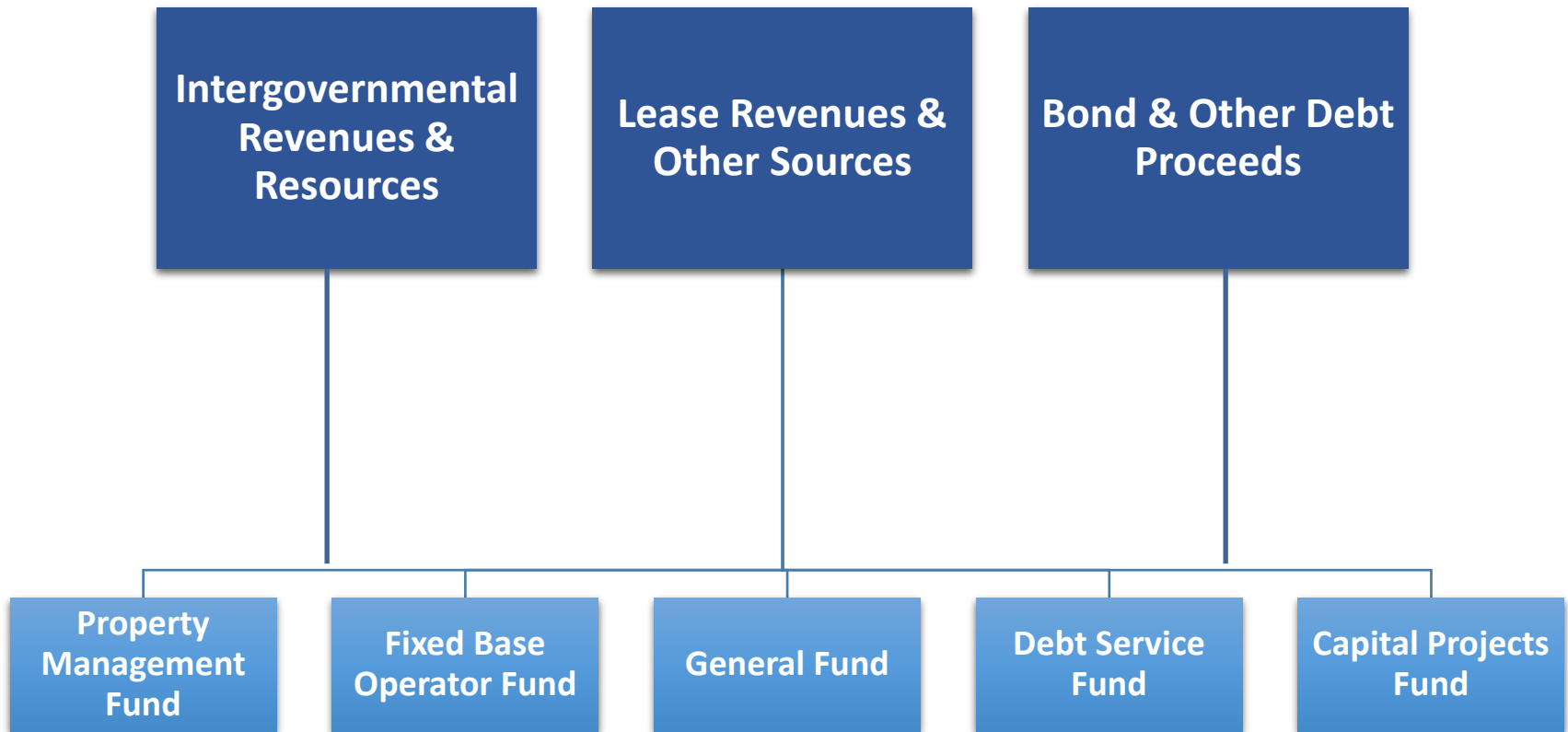
# San Bernardino International Airport Authority

## FY 2024/25 Annual Budget Structure

### Overview



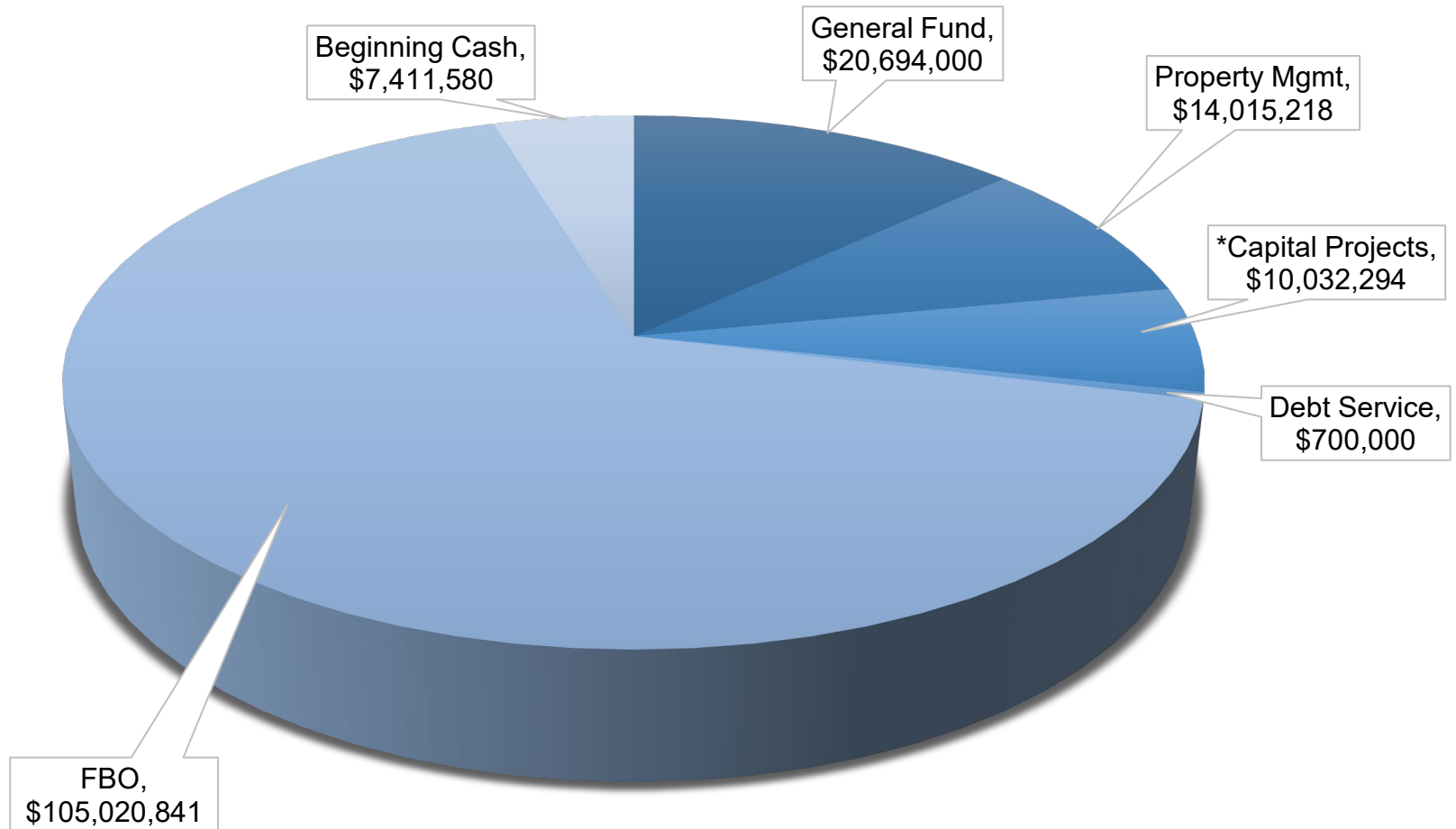
**San Bernardino International Airport Authority**  
**FY 2024/25 Annual Budget Structure**  
**BUDGET STRUCTURE**



# San Bernardino International Airport Authority

## FY 2024/25 Annual Budget Structure

### Sources



Total Sources - \$157, 873,933

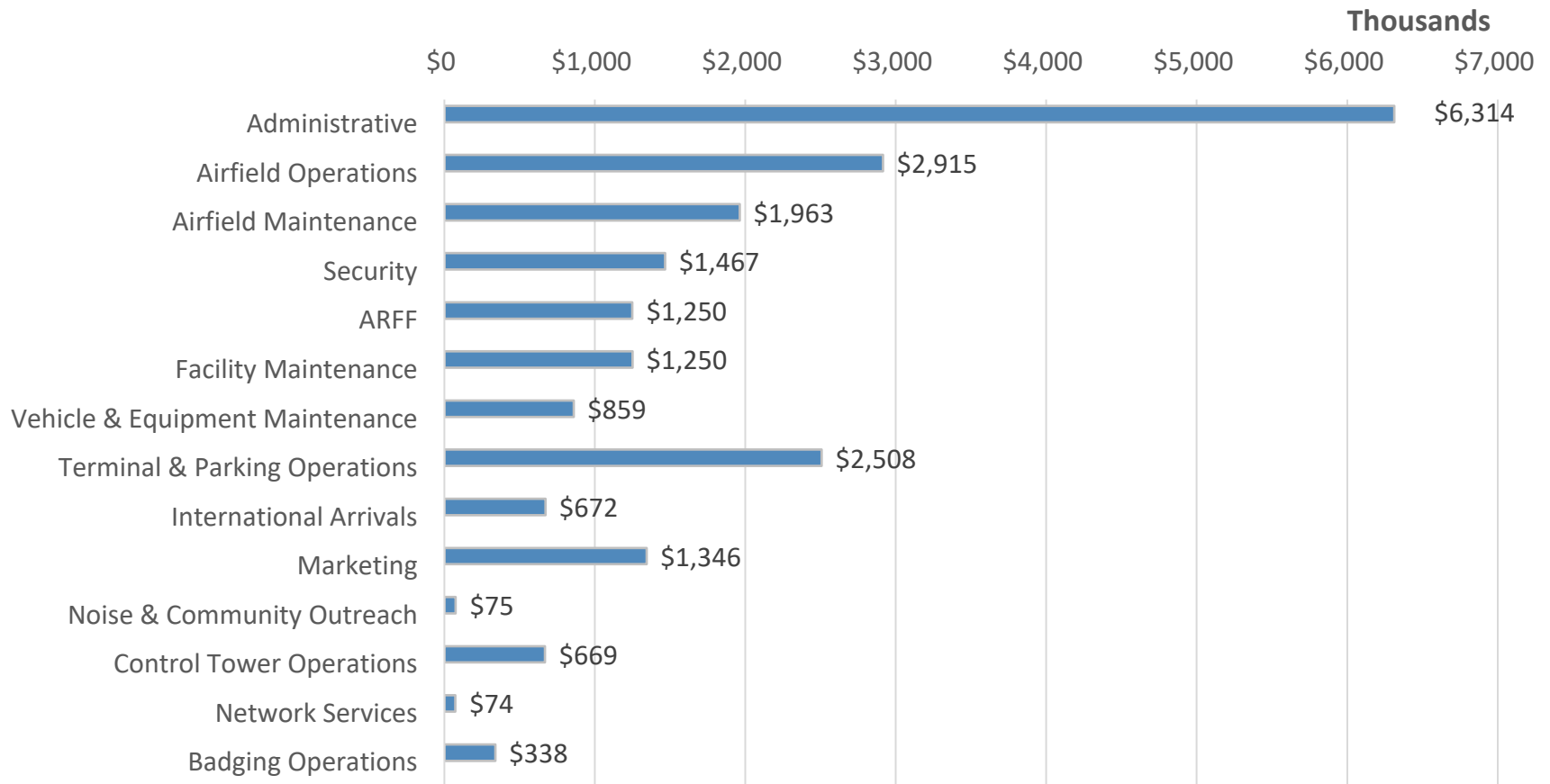
\*includes grant funds 078



# San Bernardino International Airport Authority

## FY 2024/25 Annual Budget Structure

### General Fund - Uses by Activity



Total General Fund Uses - \$21,700,950

# **San Bernardino International Airport Authority**

## **FY 2024/25 Annual Budget Structure**

### **Conclusion**



**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**General Fund - Total**

	Actual As of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	FY 2024-25 Proposed Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40001 · Interfund Transfers In	\$ 113,944	\$ -	\$ 113,944	100.00%	\$ -
40100 · Fuel Flow Fees	2,759,646	3,540,000	(780,354)	77.96%	3,000,000
40200 · Landing Fees	1,245,300	1,600,000	(354,700)	77.83%	1,700,000
40300 · Tie Down/Aircraft Parking Fees	273,591	300,000	(26,409)	91.20%	300,000
40310 · Parking Lot Revenue	179,509	250,000	(70,491)	71.80%	250,000
40320 · Advertising Revenue	-	80,000	(80,000)	0.00%	50,000
40321 · Car Rental Fees	27,959	60,000	(32,041)	46.60%	50,000
40322 · Ground Transportation Revenue	12,883	18,000	(5,117)	71.58%	16,000
40400 · Network Services	99,160	130,000	(30,840)	76.28%	100,000
41150 · Filming Revenues	57,600	60,000	(2,400)	96.00%	80,000
41160 · Special Event Revenue	115,000	90,000	25,000	127.78%	175,000
41165 · Security Services	40,047	145,000	(104,953)	27.62%	160,000
41170 · Permit Fees	377,747	380,000	(2,253)	99.41%	405,000
41180 · Badging Revenue	67,239	30,000	37,239	224.13%	70,000
41185 · NOV Revenue	-	3,000	(3,000)	0.00%	3,000
41400 · Transfers from Property Management Fund	6,000,000	8,000,000	(2,000,000)	75.00%	9,000,000
41450 · Transfers from Capital Projects	2,565,519	2,700,000	(134,481)	95.02%	1,800,000
41460 · Transfers from FBO	1,500,000	1,500,000	-	100.00%	2,700,000
41600 · Interest	48,351	50,000	(1,649)	96.70%	50,000
41900 · Grant Revenue - FAA	-	-	-	0.00%	610,000
42560 · Marketing Reimbursement	-	-	-	0.00%	10,000
42590 · Other Services - Operations	23,691	81,750	(58,059)	28.98%	90,000
42600 · Income - Other	53,352	43,000	10,352	124.07%	75,000
<b>Total Income</b>	<b>15,560,540</b>	<b>19,060,750</b>	<b>(3,500,210)</b>	<b>81.64%</b>	<b>20,694,000</b>
<b>Gross Profit</b>	<b>15,560,540</b>	<b>19,060,750</b>	<b>(3,500,210)</b>	<b>81.64%</b>	<b>20,694,000</b>
<b>Expense</b>					
50000 · Salaries and Wages	5,995,358	6,939,000	(943,642)	86.40%	7,480,000
50015 · Airport Law Enforcement	287,205	469,000	(181,795)	61.24%	515,900
50060 · Airline Support - Operation Expenses	22,779	52,200	(29,421)	43.64%	80,000
50090 · Special Events Expenses	95,920	78,500	17,420	122.19%	90,000
50100 · Salaries Reimbursed to IVDA	1,257,766	1,860,000	(602,234)	67.62%	1,735,600
50150 · Temporary Services	11,972	25,000	(13,028)	47.89%	25,000
50200 · Board Directors Fees	13,800	20,000	(6,200)	69.00%	20,000
50210 · Board Meeting Expense	10,725	15,000	(4,275)	71.50%	22,000
50250 · Office Supplies	21,312	30,000	(8,688)	71.04%	33,500
50260 · Office Equipment Maintenance	-	60,000	(60,000)	0.00%	62,000
50261 · IT Equipment & Communications	594,383	813,855	(219,472)	73.03%	780,000
50265 · Noise IT System & Communications	2,475	40,000	(37,525)	6.19%	40,000
50279 · Equipment & Operating Supplies	37,601	78,600	(40,999)	47.84%	89,100
50280 · Equipment Maintenance & Repairs	197	12,400	(12,203)	1.59%	13,200
50281 · Maintenance & Repairs	110,603	233,250	(122,647)	47.42%	170,000
50283 · Badging Supplies	20,797	27,400	(6,603)	75.90%	32,000
50290 · Advertising	509,806	673,940	(164,134)	75.65%	801,000

**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**General Fund - Total**

	<b>Actual As of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2024-25 Proposed Budget</b>
50291 · Fees	67,308	63,600	3,708	105.83%	73,600
50300 · Courier	1,845	2,500	(655)	73.80%	3,500
50310 · Printing	-	1,500	(1,500)	0.00%	1,500
50320 · Postage	3,467	5,000	(1,533)	69.35%	5,250
50323 · Marketing - Supplies	100,346	136,700	(36,354)	73.41%	156,500
50325 · Supplies, Repairs & Maintenance	295,283	419,543	(124,259)	70.38%	668,000
50330 · Dues & Subscriptions	31,079	34,300	(3,221)	90.61%	57,000
50331 · Licenses & Permits	19,726	40,000	(20,274)	49.32%	61,000
50332 · Recruitment and Retention	19,892	33,000	(13,108)	60.28%	25,000
50337 · Safety	12,280	17,000	(4,720)	72.24%	37,750
50340 · Insurance	457,875	458,000	(125)	99.97%	683,250
50345 · Insurance - Workers' Compensation	494,522	498,000	(3,478)	99.30%	603,000
50370 · Education & Training	34,762	59,650	(24,888)	58.28%	121,700
50372 · Meetings & Conferences	91,097	109,500	(18,403)	83.19%	122,500
50375 · Software	211,810	222,000	(10,190)	95.41%	257,000
50380 · Travel	43,736	53,000	(9,264)	82.52%	63,500
50400 · HazMat	7,713	20,000	(12,287)	38.57%	25,000
50410 · Electric	467,056	487,000	(19,944)	95.91%	561,000
50411 · Gas	13,983	18,000	(4,017)	77.69%	19,000
50412 · Telephone	23,993	37,600	(13,607)	63.81%	37,000
50413 · Refuse	6,713	27,000	(20,287)	24.86%	10,000
50414 · Water/Sewer	11,754	14,000	(2,246)	83.95%	17,000
50415 · Janitorial	137,993	208,000	(70,007)	66.34%	260,200
50416 · ARFF Supplies	2,178	30,000	(27,822)	7.26%	30,000
50417 · Security/Fire Alarm Monitoring	5,028	13,038	(8,010)	38.56%	8,400
50418 · HVAC	37,029	164,600	(127,571)	22.50%	149,000
50419 · Uniform	32,892	50,200	(17,308)	65.52%	56,600
50420 · Signage	1,709	23,974	(22,265)	7.13%	62,000
50421 · Electric Lighting Repairs	14,571	35,000	(20,429)	41.63%	20,000
50422 · Landscape Maintenance	36,204	98,400	(62,196)	36.79%	90,000
50423 · NAVIDS/ATCT/RADAR	3,984	14,900	(10,916)	26.74%	610,000
50424 · Storm Water Monitoring	3,205	12,000	(8,795)	26.71%	10,000
50426 · US Customs Contract	204,344	385,000	(180,656)	53.08%	385,000
50427 · Fuel & Lubricants	103,645	153,819	(50,174)	67.38%	155,100
50428 · Shop Tools	36,280	60,914	(24,634)	59.56%	110,000
50429 · ARFF Vehicle - Repair & Maintenance	56	55,000	(54,944)	0.10%	100,000
50433 · ARFF Services	288,351	1,153,406	(865,055)	25.00%	1,155,000
50434 · Vehicle Maintenance	30,706	48,700	(17,994)	63.05%	50,000
50439 · Wildlife Management	36,891	156,000	(119,109)	23.65%	100,000
50440 · Vehicle Replacement	249,370	416,000	(166,630)	59.95%	387,000
50442 · Special Equipment - Airline Support	2,178	39,000	(36,822)	5.58%	39,000
50443 · Contract Services - Airline Support	15,588	93,000	(77,412)	16.76%	100,000
50446 · Emergency Planning Exercise	7,848	10,850	(3,002)	72.33%	10,000
50449 · Utility Truck	16,988	16,500	488	102.96%	80,000
50500 · Legal	49,075	155,000	(105,925)	31.66%	160,000
50501 · Other - Litigation	23,593	50,000	(26,407)	47.19%	65,000

**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**General Fund - Total**

	<b>Actual As of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2024-25 Proposed Budget</b>
50520 · Auditing	50,610	54,000	(3,390)	93.72%	54,000
50550 · Professional Services - Marketing	165,367	222,000	(56,633)	74.49%	227,000
50560 · Professional Services - Other	135,625	185,000	(49,375)	73.31%	205,000
50570 · Professional Services - Special Approach	14,163	58,200	(44,038)	24.33%	58,200
50571 · Professional Services - Environmental	21,882	125,000	(103,118)	17.51%	125,000
50580 · Professional Services - Lobbyist	50,000	60,000	(10,000)	83.33%	65,000
50590 · Professional Services - IT	46,855	75,000	(28,145)	62.47%	75,000
50592 · Professional Services - Air Service Development	65,519	80,000	(14,481)	81.90%	80,000
50593 · Professional Services - Community Outreach	21,983	35,000	(13,017)	62.81%	35,000
50605 · Professional Services - Engineering	99,196	230,000	(130,804)	43.13%	250,000
50620 · ILS Contract	276,307	306,000	(29,693)	90.30%	50,000
50700 · SBD Cares	50,000	50,000	-	100.00%	10,000
50800 · Payroll Fees/Bank Charges	14,399	20,000	(5,601)	72.00%	20,000
50900 · Miscellaneous - Other	4,856	23,200	(18,344)	20.93%	23,200
51810 · Losses and Deductibles	7,348	7,400	(52)	99.29%	7,400
52573 · Equipment Replacement	34,600	71,266	(36,666)	48.55%	425,000
52584 · Pavement Maintenance	5,254	65,000	(59,746)	8.08%	65,000
52589 · Furniture & Fixtures	36,741	42,735	(5,994)	85.97%	85,500
52596 · Airfield Striping	-	50,000	(50,000)	0.00%	50,000
59000 · Asset Acquisition	4,250	5,000	(750)	85.00%	-
90001 · Interfund Transfers Out	113,944	-	113,944	100.00%	-
<b>Total Expense</b>	<b>13,967,542</b>	<b>19,393,140</b>	<b>(5,425,598)</b>	<b>72.02%</b>	<b>21,700,950</b>
<b>Net Ordinary Income</b>	<b>1,592,998</b>	<b>(332,390)</b>	<b>1,925,388</b>	<b>-479.26%</b>	<b>(1,006,950)</b>
<b>Net Income</b>	<b>\$ 1,592,998</b>	<b>\$ (332,390)</b>	<b>\$ 1,925,388</b>	<b>-479.26%</b>	<b>\$ (1,006,950)</b>
 <b>Cash on Hand - Beginning</b>	 <b>\$ 399,251</b>	 <b>\$ 994,598</b>			 <b>\$ 1,492,249</b>
 <b>Adjustments to Cash on Hand</b>	 <b>\$ (500,000)</b>	 <b>\$ -</b>			 <b>\$ -</b>
 <b>Cash on Hand - Ending</b>	 <b>\$ 1,492,249</b>	 <b>\$ 662,208</b>			 <b>\$ 485,299</b>

**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Property Management Fund - Total**

	Actual As of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	FY 2024-25 Proposed Budget
<b>Ordinary Income/Expense</b>					
Income					
41700 · Lease Revenue	\$ 10,352,134	\$ 11,251,748	\$ (899,614)	92.01%	\$ 12,771,717
41702 · Electrical Usage Charges	391,543	288,000	103,543	135.95%	443,500
41710 · Common Infrastructure Assessment	-	500,000	(500,000)	0.00%	250,000
42600 · Income - Other	808	550,000	(549,192)	0.15%	550,001
<b>Total Income</b>	<b>10,744,486</b>	<b>12,589,748</b>	<b>(1,845,262)</b>	<b>85.34%</b>	<b>14,015,218</b>
<b>Gross Profit</b>	<b>10,744,486</b>	<b>12,589,748</b>	<b>(1,845,262)</b>	<b>85.34%</b>	<b>14,015,218</b>
Expense					
50100 · Salaries Reimbursed to IVDA	142,268	197,000	(54,732)	72.22%	191,500
50281 · Maintenance & Repairs	91,015	188,862	(97,847)	48.19%	237,500
50336 · Lease Expense	23,522	47,045	(23,523)	50.00%	-
50340 · Insurance	247,268	250,829	(3,561)	98.58%	261,750
50410 · Electric	681,813	888,700	(206,887)	76.72%	681,500
50411 · Gas	6,229	40,800	(34,571)	15.27%	7,000
50412 · Telephone	111,513	121,600	(10,087)	91.71%	120,600
50413 · Refuse	46,915	72,000	(25,085)	65.16%	75,000
50414 · Water/Sewer	105,267	152,600	(47,333)	68.98%	151,900
50415 · Janitorial	96,942	170,000	(73,058)	57.02%	156,000
50417 · Security/Fire Alarm Monitoring	12,079	24,700	(12,621)	48.90%	26,350
50418 · HVAC	10,232	90,500	(80,269)	11.31%	102,500
50427 · Fuel & Lubricants	6,379	6,849	(470)	93.14%	3,500
50500 · Legal	38,906	65,000	(26,094)	59.86%	65,000
50630 · Reserve for Maint. & CAM Charge	-	25,000	(25,000)	0.00%	25,000
50640 · Fire Suppression System	63,516	93,460	(29,945)	67.96%	86,000
50900 · Miscellaneous-Other	-	5,000	(5,000)	0.00%	5,000
51815 · AFFF Improvements	-	42,088	(42,088)	0.00%	-
52589 · Furniture & Fixtures	-	-	-	0.00%	5,000
53050 · Transfers to Debt Service Fund	1,320,000	1,200,982	119,018	109.91%	600,000
53100 · Transfers to Capital Project Fund	-	150,000	(150,000)	0.00%	3,925,000
53300 · Transfers to Airport General Fund	6,000,000	8,000,000	(2,000,000)	75.00%	9,000,000
68000 · Bad Debt Expense	58,003	-	58,003	100.00%	-
<b>Total Expense</b>	<b>9,061,866</b>	<b>11,833,015</b>	<b>(2,771,149)</b>	<b>76.58%</b>	<b>15,726,100</b>
<b>Net Ordinary Income</b>	<b>1,682,620</b>	<b>756,733</b>	<b>925,887</b>	<b>222.35%</b>	<b>(1,710,882)</b>
<b>Net Income</b>	<b>\$ 1,682,620</b>	<b>\$ 756,733</b>	<b>\$ 925,887</b>	<b>222.35%</b>	<b>\$ (1,710,882)</b>
 Cash on Hand - Beginning	 \$ 562,006	 \$ 296,172			 \$ 2,011,526
 Adjustments to Cash on Hand	 \$ (233,100)	 \$ -			 \$ -
 Cash on Hand - Ending	 \$ 2,011,526	 \$ 1,052,905			 \$ 300,644

**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Capital Project Fund**

	Actual As of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	Proposed Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
41400 · Transfers from Property Management Fund	\$ -	\$ 150,000	\$ (150,000)	0.00%	\$ 3,925,000
41490 · Transfers from IVDA	-	96,750	(96,750)	0.00%	96,750
41900 · Grant Revenue - FAA	370,747	1,900,000	(1,529,253)	19.51%	4,610,544
41915 · Federal Grant - Other	-	1,000,000	(1,000,000)	0.00%	900,000
42101 · Land Sales Proceeds (Rialto)	-	500,000	(500,000)	0.00%	500,000
<b>Total Income</b>	<b>370,747</b>	<b>3,646,750</b>	<b>(3,276,003)</b>	<b>10.17%</b>	<b>10,032,294</b>
<b>Gross Profit</b>	<b>370,747</b>	<b>3,646,750</b>	<b>(3,276,003)</b>	<b>10.17%</b>	<b>10,032,294</b>
<b>Expense</b>					
50284 · FBO - Equipment Purchase	-	150,000	(150,000)	0.00%	-
50420 · Signage	1,944	50,000	(48,056)	3.89%	30,000
50560 · Professional Services - Other	18,200	55,000	(36,800)	33.09%	55,000
51000 · General Aviation	-	160,000	(160,000)	0.00%	165,000
51200 · International Arrival Facility	-	100,000	(100,000)	0.00%	285,000
51300 · Building 56 Improvements	144,348	325,000	(180,652)	44.42%	200,000
51600 · Freight Building	-	5,000	(5,000)	0.00%	5,000
51807 · Land, Road, Parking Improvement	326,119	532,500	(206,381)	61.24%	400,000
51808 · Gate Improvements	-	25,000	(25,000)	0.00%	25,000
52550 · FAA Safety Management System	83,802	226,000	(142,198)	37.08%	154,619
52551 · Hangar 763 Improvements	-	25,000	(25,000)	0.00%	25,000
52554 · Landfill Pavement Repairs	5,071	105,830	(100,759)	4.79%	100,000
52559 · FBO Repairs	-	100,000	(100,000)	0.00%	75,000
52563 · Channel Repair	2,509	100,000	(97,491)	2.51%	250,000
52570 · B730 Improvements	-	9,170	(9,170)	0.00%	15,000
52575 · Building 680 Improvements	-	70,000	(70,000)	0.00%	75,000
52579 · Network Improvements	21,871	100,000	(78,129)	21.87%	100,000
52580 · Environmental Assessment	-	30,000	(30,000)	0.00%	20,000
52585 · Terminal Improvements	95,345	100,000	(4,655)	95.35%	380,000
52592 · Ramp Repair	16,045	50,000	(33,955)	32.09%	100,000
52593 · Delayed Occupancy Expense	-	5,000	(5,000)	0.00%	5,000
52602 · Operations Office	-	10,000	(10,000)	0.00%	5,000
52604 · Airport Solar Design & Improvements	107,547	150,000	(42,453)	71.70%	150,000
52605 · Airport Green Energy Element Project	151,136	160,000	(8,864)	94.46%	100,000
53300 · Transfers to Airport General Fund	2,565,519	2,700,000	(134,481)	95.02%	1,800,000
53477 · Fuel Farm Construction	485,300	500,000	(14,700)	97.06%	-
52581 · Lav cart Receiving Station	-	-	-	0.00%	150,000
52605 · Canopy and Service Pit	-	-	-	0.00%	350,000
51500 · Building 759 Improvements	-	-	-	0.00%	60,000

San Bernardino International Airport Authority  
 FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget  
 Capital Project Fund

	Actual As of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	Proposed Budget
FAA2501 · FAA - Taxiway A Reconstruction	-	-	-	0.00%	3,200,000
FAA2502 · FAA - Airfield Slurry Seal and Stripe	-	-	-	0.00%	1,000,000
FAA2503 · FAA - Pavement Management Plan	-	-	-	0.00%	100,000
FAA2301 · FAA - AOA Vehicle Access Road	77,173	1,900,000	(1,822,827)	4.06%	1,822,827
Total Expense	4,101,929	7,743,500	(3,641,571)	52.97%	11,202,446
Net Ordinary Income	(3,731,182)	(4,096,750)	365,568	91.08%	(1,170,152)
Net Income	<u>\$ (3,731,182)</u>	<u>\$ (4,096,750)</u>	<u>\$ 365,568</u>	<u>91.08%</u>	<u>\$ (1,170,152)</u>
Cash on Hand - Beginning	\$ 5,614,464	\$ 5,000,000			\$ 1,383,282
Adjustments to Cash on Hand	<u>\$ (500,000)</u>	<u>\$ -</u>			<u>\$ -</u>
Cash on Hand - Ending	<u>\$ 1,383,282</u>	<u>\$ 903,250</u>			<u>\$ 213,131</u>



**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**Debt Service Fund**

	<b>Actual As of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>Proposed Budget</b>
Ordinary Income/Expense					
Income					
<b>41400 · Transfers from Property Management Fund</b>	\$ 1,320,000	\$ 1,200,982	\$ (982)	99.92%	\$ 600,000
<b>41600 · Interest</b>	87,601	50,000	37,601	175.20%	100,000
<b>Total Income</b>	<u>1,407,601</u>	<u>1,250,982</u>	<u>156,619</u>	<u>112.52%</u>	<u>700,000</u>
Gross Profit	1,407,601	1,250,982	156,619	112.52%	700,000
Expense					
<b>52903 · Principal Payment</b>	-	756,993	(756,993)	0.00%	785,304
<b>53000 · Interest Expense</b>	221,994	443,989	(221,995)	50.00%	415,677
<b>Total Expense</b>	<u>221,994</u>	<u>1,200,982</u>	<u>(978,988)</u>	<u>18.48%</u>	<u>1,200,981</u>
Net Ordinary Income	<u>1,185,606</u>	<u>50,000</u>	<u>1,135,606</u>	<u>2371.21%</u>	<u>(500,981)</u>
Net Income	<u><b>\$ 1,185,606</b></u>	<u><b>\$ 50,000</b></u>	<u><b>\$ 1,135,606</b></u>	<u><b>2371.21%</b></u>	<u><b>\$ (500,981)</b></u>
Cash on Hand - Beginning	\$ 1,199,661	\$ 892,088			\$ 1,100,000
Adjustments to Cash on Hand	<u><b>\$ (979,000)</b></u>	<u><b>\$ -</b></u>			<u><b>\$ -</b></u>
Cash on Hand - Ending	<u><b>\$ 1,406,267</b></u>	<u><b>\$ 942,088</b></u>			<u><b>\$ 599,019</b></u>

**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**FBO (Luxivair SBD) - Total**

	Actual As of May 31, 2024	FY 2023-24 Final Budget	Over (Under) Budget	Percent of Budget	FY 2024-25 Proposed Budget
Ordinary Income/Expense					
Income					
41100 · Equipment Rental Income	\$ -	\$ 60,000	\$ (60,000)	0.00%	\$ 10,000
41700 · Lease Revenue	363,000	490,000	(127,000)	74.08%	460,000
41701 · Lease Revenue - Corporate Hangar	249,485	257,000	(7,515)	97.08%	259,841
41702 · Electrical Usage Charges	54,422	40,000	14,422	136.06%	90,000
42560 · Marketing Reimbursement	-	50,000	(50,000)	0.00%	50,000
42570 · Concierge Services Revenue	-	6,000	(6,000)	0.00%	6,000
42600 · Income - Other	30	5,000	(4,970)	0.60%	5,000
47000 · Fuel Sales					
47001 · Fuel Sales - AVGAS	350,054	320,000	30,054	109.39%	440,000
47002 · Fuel Sales - JET A	76,615,990	120,150,000	(43,534,010)	63.77%	98,700,000
Total 47000 · Fuel Sales	76,966,044	120,470,000	(43,503,956)	63.89%	99,140,000
47500 · Other FBO Services	425,316	650,000	(224,684)	65.43%	500,000
47600 · Third Party Into Plane Fees	4,318,580	3,980,000	338,580	108.51%	4,500,000
Total Income	82,376,878	126,008,000	(43,631,122)	65.37%	105,020,841
Cost of Goods Sold					
47005 · Cost of Fuel					
47006 · Cost of Fuel - AVGAS	238,396	270,000	(31,604)	88.30%	370,000
47007 · Cost of Fuel - JET A	75,318,181	118,800,000	(43,481,819)	63.40%	97,600,000
Total 47005 · Cost of Fuel	75,556,577	119,070,000	(43,513,423)	63.46%	97,970,000
Total COGS	75,556,577	119,070,000	(43,513,423)	63.46%	97,970,000
Gross Profit	6,820,301	6,938,000	(117,699)	98.30%	7,050,841
Expense					
50000 · Salaries and Wages	1,574,509	1,900,000	(325,491)	82.87%	2,100,000
50097 · Concierge Services Expense	2,067	10,000	(7,933)	20.67%	10,000
50098 · International Trade	3,250	30,000	(26,750)	10.83%	30,000
50250 · Office Supplies	2,497	11,243	(8,747)	22.21%	12,000
50260 · Office Equipment Maintenance	-	-	-	0.00%	5,000
50261 · IT Equipment & Communications	8,579	17,000	(8,421)	50.47%	17,000
50262 · Computers & Networking	-	5,000	(5,000)	0.00%	5,000
50263 · Audio Visual	1,694	15,000	(13,306)	11.30%	10,000
50280 · Equipment Maintenance & Repairs	16,068	48,000	(31,932)	33.48%	50,000
50281 · Maintenance & Repairs	54,243	92,394	(38,151)	58.71%	149,000
50284 · FBO - Equipment Purchase	35,456	128,000	(92,544)	27.70%	175,000
50285 · Leased Equipment & Vehicles	408,941	450,000	(41,059)	90.88%	450,000
50290 · Advertising	77,053	102,500	(25,447)	75.17%	125,000
50291 · Fees	49,073	79,000	(29,927)	62.12%	79,000
50300 · Courier	-	-	-	0.00%	2,500
50320 · Postage	217	4,000	(3,783)	5.43%	4,000
50322 · Supplies	96,783	150,000	(53,217)	64.52%	150,000
50323 · Marketing - Supplies	26,636	95,000	(68,364)	28.04%	80,000
50330 · Dues & Subscriptions	-	-	-	0.00%	28,000
50331 · Licenses & Permits	12,444	26,000	(13,556)	47.86%	30,000
50337 · Safety	-	1,500	(1,500)	0.00%	5,000
50340 · Insurance	76,377	81,200	(4,823)	94.06%	85,000

**San Bernardino International Airport Authority**  
**FY 2023-24 Budget to Actual with FY 2024-25 Proposed Budget**  
**FBO (Luxivair SBD) - Total**

	<b>Actual As of May 31, 2024</b>	<b>FY 2023-24 Final Budget</b>	<b>Over (Under) Budget</b>	<b>Percent of Budget</b>	<b>FY 2024-25 Proposed Budget</b>
50370 · Education & Training	6,499	18,000	(11,501)	36.11%	25,000
50372 · Meetings & Conferences	14,437	21,000	(6,563)	68.75%	30,000
50373 · Business Development	334	25,000	(24,666)	1.34%	25,000
50375 · Software	22,530	32,000	(9,470)	70.41%	30,000
50380 · Travel	17,642	33,000	(15,358)	53.46%	45,000
50400 · HazMat	26,642	45,000	(18,358)	59.20%	40,000
50410 · Electric	183,979	180,000	3,979	102.21%	228,000
50411 · Gas	4,305	7,500	(3,195)	57.40%	6,500
50412 · Telephone	2,072	3,000	(928)	69.06%	3,000
50414 · Water/Sewer	38,938	47,000	(8,062)	82.85%	46,500
50415 · Janitorial	80,330	110,321	(29,991)	72.82%	120,000
50417 · Security/Fire Alarm Monitoring	4,163	7,168	(3,005)	58.07%	8,500
50418 · HVAC	9,896	76,000	(66,104)	13.02%	69,000
50419 · Uniform	37,425	65,000	(27,575)	57.58%	65,000
50420 · Signage	1,203	5,000	(3,797)	24.06%	5,000
50422 · Landscape Maintenance	17,852	79,000	(61,148)	22.60%	80,000
50427 · Fuel & Lubricants	277,230	388,493	(111,263)	71.36%	353,500
50431 · Electric-Fuel Farm	37,349	43,000	(5,651)	86.86%	45,000
50435 · Fuel Truck Maintenance	58,867	175,500	(116,633)	33.54%	200,000
50445 · Fuel Farm Maintenance & Repair	59,783	89,500	(29,717)	66.80%	80,000
50550 · Professional Services - Marketing	11,813	29,000	(17,188)	40.73%	30,000
50608 · FBO- Engineering	-	55,000	(55,000)	0.00%	10,000
50640 · Fire Suppression System	25,127	61,000	(35,873)	41.19%	50,000
50900 · Miscellaneous-Other	2,863	9,000	(6,137)	31.81%	9,000
50905 · Equipment Rental Expense	-	5,000	(5,000)	0.00%	5,000
52583 · FBO Ramp	47,310	71,000	(23,690)	66.63%	50,000
52588 · FBO Vehicles	37,967	45,000	(7,033)	84.37%	30,000
52589 · Furniture & Fixtures	-	757	(757)	0.00%	3,000
53300 · Transfers to Airport General Fund	1,500,000	1,500,000	-	100.00%	2,700,000
53495 · Promotional Events	30,381	75,000	(44,619)	40.51%	90,000
<b>Total Expense</b>	<b>5,002,826</b>	<b>6,547,076</b>	<b>(1,544,250)</b>	<b>76.41%</b>	<b>8,083,500</b>
<b>Net Ordinary Income</b>	<b>1,817,475</b>	<b>390,924</b>	<b>1,426,551</b>	<b>464.92%</b>	<b>(1,032,659)</b>
<b>Net Income</b>	<b>\$ 1,817,475</b>	<b>\$ 390,924</b>	<b>\$ 1,426,551</b>	<b>464.92%</b>	<b>\$ (1,032,659)</b>
 <b>Cash on Hand - Beginning</b>	 <b>\$ 5,307,048</b>	 <b>\$ 950,000</b>			 <b>\$ 1,424,523</b>
 <b>Adjustments to Cash on Hand</b>	 <b>\$ (5,700,000)</b>	 <b>\$ -</b>			 <b>\$ -</b>
 <b>Cash on Hand - Ending</b>	 <b>\$ 1,424,523</b>	 <b>\$ 1,340,924</b>			 <b>\$ 391,864</b>

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**General Fund - Total**

		<b>FY 2024-25 Proposed Budget</b>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
40100 · Fuel Flow Fees	\$	3,000,000
40200 · Landing Fees		1,700,000
40300 · Tie Down/Aircraft Parking Fees		300,000
40310 · Parking Lot Revenue		250,000
40320 · Advertising Revenue		50,000
40321 · Car Rental Fees		50,000
40322 · Ground Transportation Revenue		16,000
40400 · Network Services		100,000
41150 · Filming Revenues		80,000
41160 · Special Event Revenue		175,000
41165 · Security Services		160,000
41170 · Permit Fees		405,000
41180 · Badging Revenue		70,000
41185 · NOV Revenue		3,000
41400 · Transfers from Property Management Fund		9,000,000
41450 · Transfers from Capital Projects		1,800,000
41460 · Transfers from FBO		2,700,000
41600 · Interest		50,000
41900 · Grant Revenue - FAA		610,000
42560 · Marketing Reimbursement		10,000
42590 · Other Services - Operations		90,000
42600 · Income - Other		75,000
<b>Total Income</b>		<b>20,694,000</b>
<b>Gross Profit</b>		<b>20,694,000</b>
<b>Expense</b>		
50000 · Salaries and Wages		7,480,000
50015 · Airport Law Enforcement		515,900
50060 · Airline Support - Operation Expenses		80,000
50090 · Special Events Expenses		90,000
50100 · Salaries Reimbursed to IVDA		1,735,600
50150 · Temporary Services		25,000
50200 · Board Directors Fees		20,000
50210 · Board Meeting Expense		22,000
50250 · Office Supplies		33,500
50260 · Office Equipment Maintenance		62,000
50261 · IT Equipment & Communications		780,000
50265 · Noise IT System & Communications		40,000
50279 · Equipment & Operating Supplies		89,100

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**General Fund - Total**

	<b>FY 2024-25 Proposed Budget</b>
50280 · Equipment Maintenance & Repairs	13,200
50281 · Maintenance & Repairs	170,000
50283 · Badging Supplies	32,000
50290 · Advertising	801,000
50291 · Fees	73,600
50300 · Courier	3,500
50310 · Printing	1,500
50320 · Postage	5,250
50323 · Marketing - Supplies	156,500
50325 · Supplies, Repairs & Maintenance	668,000
50330 · Dues & Subscriptions	57,000
50331 · Licenses & Permits	61,000
50332 · Recruitment and Retention	25,000
50337 · Safety	37,750
50340 · Insurance	683,250
50345 · Insurance - Workers' Compensation	603,000
50370 · Education & Training	121,700
50372 · Meetings & Conferences	122,500
50375 · Software	257,000
50380 · Travel	63,500
50400 · HazMat	25,000
50410 · Electric	561,000
50411 · Gas	19,000
50412 · Telephone	37,000
50413 · Refuse	10,000
50414 · Water/Sewer	17,000
50415 · Janitorial	260,200
50416 · ARFF Supplies	30,000
50417 · Security/Fire Alarm Monitoring	8,400
50418 · HVAC	149,000
50419 · Uniform	56,600
50420 · Signage	62,000
50421 · Electric Lighting Repairs	20,000
50422 · Landscape Maintenance	90,000
50423 · NAVIDS/ATCT/RADAR	610,000
50424 · Storm Water Monitoring	10,000
50426 · US Customs Contract	385,000
50427 · Fuel & Lubricants	155,100
50428 · Shop Tools	110,000
50429 · ARFF Vehicle - Repair & Maintenance	100,000
50433 · ARFF Services	1,155,000

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**General Fund - Total**

	<b>FY 2024-25 Proposed Budget</b>
50434 · Vehicle Maintenance	50,000
50439 · Wildlife Management	100,000
50440 · Vehicle Replacement	387,000
50442 · Special Equipment - Airline Support	39,000
50443 · Contract Services - Airline Support	100,000
50446 · Emergency Planning Exercise	10,000
50449 · Utility Truck	80,000
50500 · Legal	160,000
50501 · Other - Litigation	65,000
50520 · Auditing	54,000
50550 · Professional Services - Marketing	227,000
50560 · Professional Services - Other	205,000
50570 · Professional Services - Special Approach	58,200
50571 · Professional Services - Environmental	125,000
50580 · Professional Services - Lobbyist	65,000
50590 · Professional Services - IT	75,000
50592 · Professional Services - Air Service Development	80,000
50593 · Professional Services - Community Outreach	35,000
50605 · Professional Services - Engineering	250,000
50620 · ILS Contract	50,000
50700 · SBD Cares	10,000
50800 · Payroll Fees/Bank Charges	20,000
50900 · Miscellaneous - Other	23,200
51810 · Losses and Deductibles	7,400
52573 · Equipment Replacement	425,000
52584 · Pavement Maintenance	65,000
52589 · Furniture & Fixtures	85,500
52596 · Airfield Striping	50,000
<b>Total Expense</b>	<b>21,700,950</b>
<b>Net Ordinary Income</b>	<b>(1,006,950)</b>
<b>Net Income</b>	<b>\$ (1,006,950)</b>
 <b>Cash on Hand - Beginning</b>	 <b>\$ 1,492,249</b>
 <b>Cash on Hand - Ending</b>	 <b>\$ 485,299</b>

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**Property Management Fund - Total**

	<b>FY 2024-25 Proposed Budget</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
41700 · Lease Revenue	\$ 12,771,717
41702 · Electrical Usage Charges	443,500
41710 · Common Infrastructure Assessment	250,000
42600 · Income - Other	550,001
<b>Total Income</b>	<b>14,015,218</b>
<b>Gross Profit</b>	<b>14,015,218</b>
<b>Expense</b>	
50100 · Salaries Reimbursed to IVDA	191,500
50281 · Maintenance & Repairs	237,500
50340 · Insurance	261,750
50410 · Electric	681,500
50411 · Gas	7,000
50412 · Telephone	120,600
50413 · Refuse	75,000
50414 · Water/Sewer	151,900
50415 · Janitorial	156,000
50417 · Security/Fire Alarm Monitoring	26,350
50418 · HVAC	102,500
50427 · Fuel & Lubricants	3,500
50500 · Legal	65,000
50630 · Reserve for Maint. & CAM Charge	25,000
50640 · Fire Suppression System	86,000
50900 · Miscellaneous-Other	5,000
52589 · Furniture & Fixtures	5,000
53050 · Transfers to Debt Service Fund	600,000
53100 · Transfers to Capital Project Fund	3,925,000
53300 · Transfers to Airport General Fund	9,000,000
<b>Total Expense</b>	<b>15,726,100</b>
<b>Net Ordinary Income</b>	<b>(1,710,882)</b>
<b>Net Income</b>	<b>\$ (1,710,882)</b>
 <b>Cash on Hand - Beginning</b>	 <b>\$ 2,011,526</b>
 <b>Cash on Hand - Ending</b>	 <b>\$ 300,644</b>

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**Capital Project Fund**

	<b>FY 2024-25 Proposed Budget</b>
Ordinary Income/Expense	
Income	
41400 · Transfers from Property Management Fund	\$ 3,925,000
41490 · Transfers from IVDA	96,750
41900 · Grant Revenue - FAA	4,610,544
41915 · Federal Grant - Other	900,000
42101 · Land Sales Proceeds (Rialto)	500,000
Total Income	10,032,294
Gross Profit	10,032,294
Expense	
50420 · Signage	30,000
50560 · Professional Services - Other	55,000
51000 · General Aviation	165,000
51200 · International Arrival Facility	285,000
51300 · Building 56 Improvements	200,000
51600 · Freight Building	5,000
51807 · Land, Road, Parking Improvement	400,000
51808 · Gate Improvements	25,000
52550 · FAA Safety Management System	154,619
52551 · Hangar 763 Improvements	25,000
52554 · Landfill Pavement Repairs	100,000
52559 · FBO Repairs	75,000
52563 · Channel Repair	250,000
52570 · B730 Improvements	15,000
52575 · Building 680 Improvements	75,000
52579 · Network Improvements	100,000
52580 · Environmental Assessment	20,000
52585 · Terminal Improvements	380,000
52592 · Ramp Repair	100,000
52593 · Delayed Occupancy Expense	5,000
52602 · Operations Office	5,000
52604 · Airport Solar Design & Improvements	150,000
52605 · Airport Green Energy Element Project	100,000
53300 · Transfers to Airport General Fund	1,800,000
52581 · Lav cart Receiving Station	150,000
52605 · Canopy and Service Pit	350,000
51500 · Building 759 Improvements	60,000



**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**Capital Project Fund**

	<b>FY 2024-25 Proposed Budget</b>
FAA2501 · FAA - Taxiway A Reconstruction	3,200,000
FAA2502 · FAA - Airfield Slurry Seal and Stripe	1,000,000
FAA2503 · FAA - Pavement Management Plan	100,000
FAA2301 · FAA - AOA Vehicle Access Road	1,822,827
Total Expense	11,202,446
Net Ordinary Income	(1,170,152)
Net Income	<b>\$ (1,170,152)</b>
Cash on Hand - Beginning	<b>\$ 1,383,282</b>
Cash on Hand - Ending	<b>\$ 213,131</b>

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**Debt Service Fund**

	<b>FY 2024-25 Proposed Budget</b>
Ordinary Income/Expense	
Income	
41400 · Transfers from Property Management Fund	\$ 600,000
41600 · Interest	100,000
Total Income	<u>700,000</u>
Gross Profit	<u>700,000</u>
Expense	
52903 · Principal Payment	785,304
53000 · Interest Expense	415,677
Total Expense	<u>1,200,981</u>
Net Ordinary Income	<u>(500,981)</u>
Net Income	<u><u>\$ (500,981)</u></u>
 Cash on Hand - Beginning	 \$ 1,100,000
 Cash on Hand - Ending	 <u><u>\$ 599,019</u></u>

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**FBO (Luxivair SBD) - Total**

	<b>FY 2024-25 Proposed Budget</b>
Ordinary Income/Expense	
Income	
41100 · Equipment Rental Income	\$ 10,000
41700 · Lease Revenue	460,000
41701 · Lease Revenue - Corporate Hangar	259,841
41702 · Electrical Usage Charges	90,000
42560 · Marketing Reimbursement	50,000
42570 · Concierge Services Revenue	6,000
42600 · Income - Other	5,000
47000 · Fuel Sales	
47001 · Fuel Sales - AVGAS	440,000
47002 · Fuel Sales - JET A	98,700,000
Total 47000 · Fuel Sales	99,140,000
47500 · Other FBO Services	500,000
47600 · Third Party Into Plane Fees	4,500,000
Total Income	105,020,841
Cost of Goods Sold	
47005 · Cost of Fuel	
47006 · Cost of Fuel - AVGAS	370,000
47007 · Cost of Fuel - JET A	97,600,000
Total 47005 · Cost of Fuel	97,970,000
Total COGS	97,970,000
Gross Profit	7,050,841
Expense	
50000 · Salaries and Wages	2,100,000
50097 · Concierge Services Expense	10,000
50098 · International Trade	30,000
50250 · Office Supplies	12,000
50260 · Office Equipment Maintenance	5,000
50261 · IT Equipment & Communications	17,000
50262 · Computers & Networking	5,000
50263 · Audio Visual	10,000
50280 · Equipment Maintenance & Repairs	50,000
50281 · Maintenance & Repairs	149,000
50284 · FBO - Equipment Purchase	175,000
50285 · Leased Equipment & Vehicles	450,000
50290 · Advertising	125,000
50291 · Fees	79,000
50300 · Courier	2,500
50320 · Postage	4,000
50322 · Supplies	150,000

**San Bernardino International Airport Authority**  
**FY 2024-25 Proposed Budget**  
**FBO (Luxivair SBD) - Total**

	<b>FY 2024-25 Proposed Budget</b>
50323 · Marketing - Supplies	80,000
50330 · Dues & Subscriptions	28,000
50331 · Licenses & Permits	30,000
50337 · Safety	5,000
50340 · Insurance	85,000
50370 · Education & Training	25,000
50372 · Meetings & Conferences	30,000
50373 · Business Development	25,000
50375 · Software	30,000
50380 · Travel	45,000
50400 · HazMat	40,000
50410 · Electric	228,000
50411 · Gas	6,500
50412 · Telephone	3,000
50414 · Water/Sewer	46,500
50415 · Janitorial	120,000
50417 · Security/Fire Alarm Monitoring	8,500
50418 · HVAC	69,000
50419 · Uniform	65,000
50420 · Signage	5,000
50422 · Landscape Maintenance	80,000
50427 · Fuel & Lubricants	353,500
50431 · Electric-Fuel Farm	45,000
50435 · Fuel Truck Maintenance	200,000
50445 · Fuel Farm Maintenance & Repair	80,000
50550 · Professional Services - Marketing	30,000
50608 · FBO- Engineering	10,000
50640 · Fire Suppression System	50,000
50900 · Miscellaneous-Other	9,000
50905 · Equipment Rental Expense	5,000
52583 · FBO Ramp	50,000
52588 · FBO Vehicles	30,000
52589 · Furniture & Fixtures	3,000
53300 · Transfers to Airport General Fund	2,700,000
53495 · Promotional Events	90,000
<b>Total Expense</b>	<b>8,083,500</b>
<b>Net Ordinary Income</b>	<b>(1,032,659)</b>
<b>Net Income</b>	<b>\$ (1,032,659)</b>
<b>Cash on Hand - Beginning</b>	<b>\$ 1,424,523</b>
<b>Cash on Hand - Ending</b>	<b>\$ 391,864</b>



## **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)**

### **FISCAL YEAR 2024-25**

### **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:**

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

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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	<del>\$3,000</del> <u>\$5,000</u> /day
b. Outdoor filming	<del>\$5,000</del> <u>\$7,000</u> /day
c. Outdoor set-up or strike	<del>\$12,500</del> to <del>\$23,500</del> /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	<del>\$75</del> <u>\$80</u>	<del>\$30</del> <u>\$35</u>
Group II: 91 to 125 feet	<del>\$95</del> <u>\$100</u>	<del>\$40</del> <u>\$45</u>
Group III: 126 to 158 feet	<del>\$125</del> <u>\$130</u>	<del>\$50</del> <u>\$55</u>
Group IV: 159 to 199 feet	<del>\$160</del> <u>\$170</u>	<del>\$60</del> <u>\$65</u>
Group V: 200 feet and larger	<del>\$190</del> <u>\$200</u>	<del>\$80</del> <u>\$85</u>

10. Commercial Cargo Flights:

Per air cargo operation on non-leasehold ramp: \$0.~~35~~ \$37 per 1,000 lbs MLW

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

11. Airship Tie Down:

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

12. Bonded Warehouse Fees:

**Fees per unit, per day**

Pallet:	\$4
ULD:	\$10

**Fees per unit, per month**

Pallet:	\$30
ULD:	\$75



13. Fuel Fees:

A \$.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 <sup>st</sup> time	\$250
Unreturned badge: 2 <sup>nd</sup> time	\$350
Unreturned badge: 3 <sup>rd</sup> time	\$500



17. AOA Vehicle Permit Fee:

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

18. Transportation Network Company (TNC) Fees:\*

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





## **FBO Pricing Policy**

Updated 7/01/2024

**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:

	<b><u>Parking Fee</u></b>	<b><u>Fuel Purchase Required to Waive Parking Fees</u></b>
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:

	<b><u>Aircraft Length</u></b>	<b><u>Parking Fee</u></b>	<b><u>Fuel Purchase Required to Waive Parking Fees</u></b>
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.



**TO: San Bernardino International Airport Authority Commission**

**DATE: June 26, 2024**

**ITEM NO: 14**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: APPROVE CERTAIN PROFESSIONAL SERVICES AGREEMENTS FOR FISCAL YEAR 2024-2025**

### **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 2024-2025; 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 2024-2025. 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 2024-2025 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.	\$ 90,000.00
E. David Turch and Associates	\$ 60,000.00
F. Boston Fox Tighe International – FBO Marketing	\$ 192,500.00
G. Boston Fox Tighe International – Airport Marketing	\$ 186,900.00
H. Tom Dodson & Associates	\$ 60,000.00
I. Three-2-One, Inc. DBA Imagine Systems	\$ 67,000.00
J. Aviatrix Communications, LLC. – Airline Marketing	\$ 510,100.00
K. Aviatrix Communications, LLC. - Good Neighbor Program	\$ 37,000.00
L. James Gourley	\$ 30,000.00
M. CJMC Holdings, LLC	\$ 55,000.00
N. Eide Bailly, LLP	\$ 54,000.00
O. Coffman Associates	\$ 50,000.00
P. ExIM 20/20 Group, LLC	\$ 50,000.00
Q. Allawos & Company	\$ 75,000.00
R. Hernandez, Kroone & Associates	\$ 100,000.00
S. Hughes Aerospace	\$ 58,200.00
T. AECOM Technical Services, Inc.	\$ 50,000.00
U. Right Energy Group, LLC	\$ 65,000.00
V. Jackhammer Movement	\$ 100,000.00
W. DBT Transportation Services, LLC	\$ 44,256.00

With the proposed adoption of the Fiscal Year 2024-2025 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 2024-2025, and any amendments to these agreements in excess of the approved amounts or the CEO's purchasing authority, as appropriate, will be brought back to the Commission for approval.

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

<u>Consultant</u>	<u>Type of Service</u>
A. Cole Huber, LLP.	General Counsel for the general matters related to the Authority, litigation, and other matters.
B. Mirau, Edwards, Lewin, and Tooke, LLP	Special counsel related to employment real property transactions, litigation, and construction issues.
C. Climatec, LLC	Specialized security access control system consultant.
D. Mead and Hunt, Inc.	Specialized consultant providing air services development and technical data.
E. David Turch and Associates	Federal legislative advocacy services.
F. & G. Boston Fox Tighe International	Airport and FBO Marketing and Advertising Services.
H. Tom Dodson & Associates	Work on environmental issues/projects related to the SBIAA properties.
I. Three-2-One, Inc. DBA Imagine Systems, Inc.	Provide preventative maintenance and consulting services for IT and AV systems.
J. & K. Aviatrix Communications, LLC	Air service advertising campaign and community relations outreach programs.
L. James Gourley	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. Coffman Associates	Airport planning and Environmental Assessment services.
P. ExIM 20/20 Group, LLC	International trade support services.
Q. Allawos & Company	Solar and Green Energy projects.
R. Hernandez, Kroone & Associates	On-Call General Professional Engineering Services.
S. Hughes Aerospace	Conduct FAR Part 97 public instrument flight procedure inspections and maintenance.
T. AECOM Technical Services, Inc.	On-Call Specialized Airport Engineering Services.
U. Right Energy Group	Technical and advisory services for airport green energy programs.
V. Jackhammer Movement	Event marketing and creative services.
W. DBT Transportation Services, LLC	Specialized technical services for the Airport's Instrument Landing System (ILS) and Automated Weather Observation System (AWOS).

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

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

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

**Attachments:**

1. Standard Form of Agreement.



**SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**

**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 (3<sup>rd</sup>) 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:

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(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 26, 2024**

**ITEM NO: 15**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2024**

### **SUMMARY**

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

### **RECOMMENDED ACTION(S)**

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

### **FISCAL IMPACT**

None. The proposed plan identifies staff resources for which funding is included in the General Fund of the adopted San Bernardino International Airport Authority (SBIAA) Budget for Fiscal Year 2023/24.

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



**BACKGROUND INFORMATION**

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

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

For review and discussion.

**Attachments:**

1. SBIAA Action Plan

# June 30, 2024 – Airport Focal Areas



Ensure Operational & Financial Stability

Stabilize Revenue Streams & Sources

Good Neighbor Program

Airport Outreach:

Business Retention & Expansion

Solar Project

AOA Access Road Project

Grant Programs & Initiatives

International Trade

San Manuel Development



San Bernardino International Airport Authority

Action Plan for SBIAA (6/30/24)

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

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

# SBIAA Near-Term Action Plan – Implementation



June, 2024

Sub-Initiative Status:



Incomplete      In Process      Completed

Stabilize Tenants & Infrastructure



Review Operational Plans



AOA Access Road Project



Implement New Accounting Software



Complete 2023/24 Airport Marketing Efforts & Initiatives



Air Passenger Service



International Trade  
Legislative Program

