

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, FEBRUARY 26, 2025

5:00 PM

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



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

Frank J. Navarro, President

Mayor, City of Colton

Penny Lilburn, Vice President

Mayor, City of Highland

Rhodes Rigsby, Secretary

Councilmember, City of Loma Linda

COMMISSION MEMBERS:

Joe Baca, Jr.

Supervisor, County of San Bernardino

Kim Knaus

Councilmember, City of San Bernardino

Theodore Sanchez

Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Phillip Dupper

Mayor, City of Loma Linda

John Echevarria

Mayor Pro Tem, City of Colton

Larry McCallon

Councilmember, City of Highland

Fred Shorett

Councilmember, City of San Bernardino

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

ORDER OF BUSINESS – CLOSED SESSION

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

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

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

C. CLOSED SESSION

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

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: 255 S. Leland Norton Way, Suite 1, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer, Scott Huber, SBIAA Legal Counsel, and Joe Ermalovich, AeroPro MRO SBD, LLC
- 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. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Lee v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2417207

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS – OPEN SESSION

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

E. ITEMS TO BE ADDED OR DELETED

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

F. CONFLICT OF INTEREST DISCLOSURE

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF FEBRUARY 26, 2025
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 006**]

G. INFORMATIONAL ITEMS

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

2. Informational Items

- a. CHIEF EXECUTIVE OFFICER'S REPORT
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 014**]
- b. REPORT ON FAA EMERGENCY TABLE TOP EXERCISE
[PRESENTER: Jonathan Galvan, Airport Manager **PAGE#: 015**]
- c. REPORT ON STATUS OF AUDIT
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 016**]

H. COMMISSION CONSENT ITEMS

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

3. REGISTER OF DEMANDS FOR JANUARY 2025
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 017**]

4. RECEIVE AND FILE TREASURER'S REPORT FOR DECEMBER 31, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)
[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 025]
5. APPROVE THE FILING OF A NOTICE OF COMPLETION WITH NK DEMOLITION SERVICES, INC. FOR THE BUILDING 56 HAZMAT REMOVAL PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS
[PRESENTER: Jeff Barrow, Director of Development PAGE#: 028]
6. AUTHORIZE STAFF TO ADVERTISE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE SLURRY SEAL AND AIRFIELD PAINTING PROJECT AT THE SAN BERNARDINO INTERNATIONAL AIRPORT
[PRESENTER: Mark Gibbs, Director of Aviation PAGE#: 030]
7. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MIRAU, EDWARDS, CANNON, LEWIN & TOOKE, LLP IN AN AMOUNT NOT TO EXCEED \$50,000 FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$100,000
[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 033]
8. APPROVE MEETING MINUTES: JANUARY 22, 2025
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission PAGE#: 037]

I. COMMISSION ACTION ITEMS

9. ADOPT RESOLUTIONS OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) IN RECOGNITION OF THE SERVICES OF THE COUNTY OF SAN BERNARDINO AND THE CITY OF SAN BERNARDINO REPRESENTATIVES
[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 043]
10. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024-2025
[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 046]
11. APPROVE AMENDMENT NO. 3 WITH C&A JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$49,000 FOR A TOTAL REVISED CONTRACT AMOUNT NOT TO EXCEED \$470,743 DURING THE FIRST YEAR OPTION TERM
[PRESENTER: Jonathan Galvan, Airport Manager PAGE#: 049]
12. APPROVE AMENDMENT NO. 1 TO THE AMENDED AND RESTATED LAND LEASE AGREEMENT WITH ASHLEY FURNITURE INDUSTRIES, LLC FOR APPROXIMATELY 11.98 ACRES OF PROPERTY
[PRESENTER: Darrell Hale, Property Manager PAGE#: 069]
13. REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2025
[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 075]

J. **ADDED AND DEFERRED ITEMS**

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

K. **OPEN SESSION PUBLIC COMMENT**


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

L. **COMMISSION MEMBER COMMENT**

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

M. **ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the San Bernardino International Airport Authority Commission, Wednesday, March 26, 2025.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</p>
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SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF FEBRUARY 26, 2025

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

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

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

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

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

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
5.	<u>NK Demolition</u> Nicholas A. Martinez, CEO, CFO, Secretary	None.
7.	<u>Mirau, Edwards, Cannon, Lewin & Tooke, LLP</u> John K. Mirau, Partner Mark C. Edwards, Partner Robert W. Cannon, Partner Michael J. Lewin, Partner William P. Tooke, Partner	None.
11.	<u>C&A Janitorial Services</u> Clifford D. Goodloe, Partner Anita M. Goodloe, Partner	None.

12. Ashley Furniture Industries, Inc. None.
 Todd R. Wanek, President/CEO
 Ronald G. Wanek
 Charles H.E. Vogel

Attachments:

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

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

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

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

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

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

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

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

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

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

6 HISTORY

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

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

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

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

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

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

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


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

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

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

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

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

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 2a</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

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


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

BACKGROUND INFORMATION

None.

Attachments:

1. None

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 2b</p> <p>PRESENTER: Jonathan Galvan, Airport Manager</p>
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SUBJECT: INFORMATIONAL ITEMS – REPORT ON FAA EMERGENCY TABLE TOP EXERCISE

SUMMARY

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


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

BACKGROUND INFORMATION

None.

Attachments:

1. None

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 2c</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: INFORMATIONAL ITEMS – REPORT ON STATUS OF AUDIT

SUMMARY

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


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

BACKGROUND INFORMATION

None.

Attachments:

1. None

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 3</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: REGISTER OF DEMANDS FOR JANUARY 2025

SUMMARY

SBIAA's Register of Demands for January 2025.

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 January 2025. The total of the register is \$8,446,724.14.

Fuel: Titan Aviation Fuels was paid \$7,407,458.92 for aviation fuel to resell at Luxivair-SBD. Merit Oil Co. was paid \$32,301.99 to operate SBIAA vehicles and for resale at Luxivair-SBD.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, The Gas Co., and Verizon were paid a total of \$130,365.50.

Capital Projects Cost: AEC Moreno Corp, CJMC Holdings LLC, and T&G Construction Services Inc. were paid a total of \$82,741.60.

Professional Services: Allawos & Company; Boston Fox Tigue International LLC; Coffman Engineers Inc.; Cole Huber LLP; Imagine Systems Inc.; Innovative Federal Strategies LLC; J.R. Miller & Associates Inc.; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin, & Tooke LLP; Tetra Tech AMT; and Tom Dodson & Associates were paid a total of \$152,395.56.

Attachments:

1. Register of Demands for the February 26, 2025 Commission Meeting
2. VISA breakdown -January 2025

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
2/26/2025

Line	Company Name	Description	AP Register
1	Adrian Juarez	Annual boot reimbursement	175.62
2	AEC Moreno Corp	Airfield canopies & underground service pit	17,720.00
3	AirNav LLC	Advertising	3,377.00
4	All Access Services Inc.	Diagnosis, repairs & maintenance of JLG boom lift	13,215.52
5	Allawos & Company	Consulting fees for Green Energy Services	2,081.25
6	Am-Tec Total Security Inc.	Unplanned alarm monitoring service /repairs-professional alarm monitoring	5,830.02
7	Amazon Capital Services Inc.	Purchases of supplies and goods	7,057.03
8	Andersen Commercial Plumbing LLC.	Plumbing repairs	325.00
9	AnyPromo.com	Luxivair SBD Branded promotional items	1,909.04
10	Apple Valley Communications Inc.	Replace an existing fire alarm	5,427.31
11	Audacy Operations Inc.	Fuel additive	64,214.57
12	Aviatrix Communications LLC	Professional services passenger service marketing-advertising and "Good Neighbor Program"	49,267.92
13	Basic Backflow	Backflow testing, inspections & repairs	3,010.36
14	Boston Fox Tigie International LLC	Marketing services	32,182.94
15	BrightView Landscape Services Inc.	Landscaping maintenance-FBO	1,390.50
16	Burrtec Waste Industries Inc.	Trash removal services	4,553.94
17	C & A Janitorial Services	Janitorial services	34,560.72
18	Cal Stripe Inc.	Rubber removal on runway and restriping	3,625.00
19	CDW Government LLC	Purchase IT equipment and supplies	1,685.84
20	CED-Consolidated Electrical Distributors	Light bulbs & electrical supplies	301.87
21	Cintas Uniforms	Uniform and rug services	10,043.61
22	City of San Bernardino Water Department	Water and sewer services	17,240.85
23	CivicPlus LLC	Website accessibility monitoring tool	4,500.00
24	CJMC Holdings LLC	Professional services - project management services	6,000.00
25	Coffman Engineers Inc.	Engineering and technical support services for potential clean energy facilities	4,948.50
26	Cole Huber LLP	Professional Legal services	28,129.00
27	Converse Consultants	Project-7 Acre Site-cut-up pad	800.00
28	DBT Transportation Services LLC	Key duplication & locksmith services	3,688.00
29	Eagle Graphics LLC	Eagle account credit, employee gift boxes and special event credit	3,827.61
30	East Valley Water District	Water services	86.00
31	Edwin Gutierrez	Annual boot reimbursement	135.93
32	Eide Bailly LLP	December 2024 audit services final fieldwork	25,000.00
33	Environmental Management Technologies	Waste transportation & disposal	3,375.25
34	Event Design Lab	Live streaming services	1,200.00
35	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	1,709.98
36	FedEx	Courier services	121.67
37	Ford Credit Company	Lease payment for Luxivair-SBD courtesy vehicle	1,695.45
38	Frontier Communications Corporation	Telephone services	7,988.82
39	Global Access Supply Inc.	Replace transformers on the runway east circuit	10,113.69

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
2/26/2025

Line	Company Name	Description	AP Register
40	GMSTEK LLC	Subscription fee for point of sale system	1,463.11
41	Grainger	Parts and supplies for building repairs	756.29
42	Granite Telecommunications	Telephone services	7,019.96
43	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling system	4,333.33
44	IE Beer Farm Inc.	Beer tending "Cruising at Altitude concert"	2,835.00
45	Imagine Systems Inc.	Professional information technology consulting services	4,043.56
46	Innovative Federal Strategies LLC	Professional federal legislative advocacy services	3,000.00
47	IronGate Private Security Inc.	Security guard services for concert 10/19/2024	4,160.00
48	J.R. Miller & Associates Inc.	Professional services-Conceptual sketches	2,912.18
49	Jackhammer Movement Inc.	Marketing and advertising and 55 foot screen rental for concert event	15,000.00
50	JCB Southern California LLC DBA	Front loader door glass	2,472.05
51	Kaiser Foundation Health Plan Inc.	Employee medical benefits	120,600.54
52	Legal Shield Services Inc.	Employee legal group benefits	833.40
53	Louie Barrera	Annual boot reimbursement	181.05
54	Mead & Hunt Inc.	Professional consulting services for air services and airport development	6,490.00
55	Merit Oil Company	Fuel inventory for fleet operations	32,301.99
56	Michael Echolds	Refund- tenant security deposit	1,858.50
57	Michael Hasting	Refund-tenant security deposit	1,547.15
58	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services	10,944.23
59	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	28,396.20
60	National Pen Co. LLC	Marketing and promotional pens	5,046.00
61	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	1,188.76
62	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	1,569.52
63	PlaneNoise Inc.	Noise complaint program	2,632.26
64	San Antonio Hospital Foundation Inc.	State of the region 2/18/2025 silver sponsor	1,500.00
65	San Bernardino LAFCO	Return of funds for mail/deposit error - 12/26/2024	10,114.00
66	SITA Information Networking Computing USA Inc.	Monthly maintenance and support	1,404.28
67	South Coast Air Quality Mgmt. District	Permit fees	161.81
68	Southern California Edison	Electric power	87,133.66
69	Staples Contract & Commercial LLC	Office supplies	4,874.39
70	Sunwest Printing Inc.	Custom printing to support the agency	586.16
71	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	5,123.78
72	T&G Construction Services Inc.	Drywall and roof repairs-FBO	59,021.60
73	TELOS Identity Management Solutions LLC.	Monthly maintenance and fingerprint submission fee	6,591.25
74	Tetra Tech AMT	SMS planning and development services	56,913.90

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
2/26/2025

Line	Company Name	Description	AP Register
75	The Gas Company	Natural gas service	6,342.27
76	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	7,407,458.92
77	Tom Dodson & Associates	Professional services - environmental issues/projects	750.00
78	Trilogy Medwaste West LLC	Waste disposal service for international flights	3,524.44
79	Underground Service Alert Of Southern Cal	Monthly maintenance fee and ticket charges	100.30
80	United Rentals Inc.	Boom lift maintenance	52,363.13
81	US Custom & Border Protection	Customs contract and inspection fees	58,539.62
82	Verizon Wireless	Wireless phone services	2,774.16
83	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals	29,497.49
84	Western Exterminator Company	Pest control services	1,235.00
85	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
	Total		\$ 8,446,724.14

**Visa Breakdown
January 2025
SBIAA**


Line	Description	Vendor	Dept.	
1	Eye bolts	Lowe's	Maint.	10.52
2	Sweeping compound	Lowe's	Maint.	188.61
3	Repair kit	La Verne power equipment	Maint.	108.64
4	Saw blades	Home Depot	Maint.	218.37
5	Cutting blades	La Verne power equipment	Maint.	105.01
6	Stencil for forestry ramp	Stencilsonline	OPS	68.51
7	Hospitality-USDA wildlife meeting	Chick-fil-a	OPS	653.81
8	Subscription-911 alert for OPS cell phones	Active 911 Inc.	OPS	15.75
9	Provable-Forte kit for K-9	Redlands Animal Hospital	OPS	42.53
10	Lunch-vehicle delivery for repairs-Matt & Mac	Badlands BBQ	Maint.	54.75
11	Sweeper parts	MAR-CO Equipment	Maint.	1,831.87
12	Grounds equipment-pole saw	Home Depot	Maint.	651.41
13	Portable heater-ATCT breakroom	Home Depot	Maint.	163.02
14	Holiday office decorations	Target	Maint.	21.65
15	Handwashing station rental	National Construction Rental	Maint.	221.76
16	Hazardous waste disposal pick-up service	MediWaste Disposal	Maint.	125.41
17	ARFF station equip.	Mypilotstore	Maint.	1,692.95
18	Vet visit K-9 health exam and vaccinations	Redlands Animal Hospital	Maint.	266.79
19	Supplies food and food container for K-9	Petco	Maint.	223.99
20	Faucet for IAF garbage room	Lowes	Terminal	117.45
21	Online marketing platform weekly email updates	Constant Contact	COB	215.05
22	New hire drug screening tests	Exam Professionals	HR	100.00
23	Employee engagement and retention supplies	Target	HR	41.32
24	Employee engagement and retention supplies	Sams Club	HR	181.04
25	Pre-employment online background services	Checkr	HR	132.98
26	AAAE Conference 01/2025-parking fees	LAX Smart parking	Admin.	85.99
27	FBO movie theater	Netflix	FBO	22.99
28	Staff appreciation Thanksgiving lunch	Juan Pollo	FBO	174.00
29	Holiday decorations-FBO lobby	Hobby Lobby	FBO	97.77
30	Fuel for courtesy vehicle	Chevron	FBO	40.19
31	Parts for customer restroom repair	Hirsch Pipe Supply	FBO	637.39
32	Parts for customer restroom repair	Hirsch Pipe Supply	FBO	334.28
33	Disinfectant tablets for spill kit	QC Supply	FBO	47.97
34	Fuel for courtesy vehicle	Chevron	FBO	33.51
35	Uniforms for Guest Services Associates	Cintas	FBO	544.65
36	Uniforms for Guest Services Associates	Cintas	FBO	77.72
37	Credit - Guest Services uniforms not needed	Cintas	FBO	(257.69)
38	Fuel for courtesy vehicle	Chevron	FBO	40.83
39	Employee Holiday luncheon food truck balance due	IE Gourmet	Admin.	456.52
40	UV cable ties	Uline	Maint.	422.48
41	Contractor's bags	Uline	Maint.	163.93
42	Hose repair supplies	Bernell Hydraulics	Maint.	276.87
43	Brass float valve	Kleen Rite	Maint.	84.83
44	Backflow cage	Guardian Enclosures	Maint.	566.55
45	Splicer u joint	Ed Moore Drivelines	Maint.	104.38
46	Door repair	Doortech	Maint.	504.86
47	Door repair	Doortech	Maint.	498.01
48	Sewer pipe inspection camera	Vevor	Maint.	892.82
49	Milwaukee battery	Home Depot	Maint.	270.79
50	Milwaukee space	Home Depot	Maint.	81.53
51	Zinc plate	Home Depot	Maint.	12.52
52	Painting materials	Home Depot	Maint.	112.21
53	Hallway decorations	Lowes	Maint.	177.94
54	Hallway decorations	Costco	Maint.	97.84
55	Mx Quarterly team meeting	Costco	Maint.	130.93
56	Hallway decorations	Hobby Lobby	Maint.	222.55

**Visa Breakdown
January 2025
SBIAA**

Line	Description	Vendor	Dept.	
57	Mx Quarterly team meeting	Lowes	Maint.	65.62
58	Foil pans	Stater Bros.	Maint.	15.20
59	Mx Quarterly team meeting	Stater Bros.	Maint.	45.59
60	Mx Quarterly team meeting	Crazy Boss	Maint.	5.44
61	Mx Quarterly team meeting	Costco	Maint.	21.71
62	Mx Quarterly team meeting	Home Depot	Maint.	65.18
63	Irrigation pump repair	Tri County Pump Company	Maint.	861.95
64	Website management software, split between servers for each agency. \$90.28 SBIAA	CPANEL	IT	45.14
65	Website management software, split between servers for each agency. \$90.28 IVDA (57331 D54000 E110)	CPANEL	IT	45.14
66	Agencies' website usage charges, split between servers for each agency \$117.50 SBIAA	DigitalOcean	IT	58.75
67	Agencies' website usage charges, split between servers for each agency \$117.50 IVDA (57331 D54000 E110)	DigitalOcean	IT	58.75
68	CBP TV content (Customs)	Dish Network	IT	113.71
69	Parking revenue transaction processing	Windcave	IT	321.30
70	TV content for concourse	Sling	IT	60.34
71	DNS service for .gov domains (domain name service)	Amazon Web Services	IT	1.02
72	Monthly subscription	Microsoft	IT	642.00
73	Online storage	Apple.com	IT	0.99
74	Domain name renewals	Network Solutions	IT	170.86
75	Cable management	Graybar Electric Co	IT	300.41
76	Domain name renewals	GoDaddy	IT	72.32
77	Hosted IT collaboration	Slack	IT	43.75
78	Streaming background music-terminal	Soundtrack Your Brand	IT	54.00
79	Monthly subscription	Microsoft	IT	2.68
80	Cable service -FBO	Dish Network	FBO	155.35
81	Customer catering for tail # F-HBQT (COGS)	Air Gourmet	FBO	1,723.80
82	Employee appreciation holiday	Sam's Club	FBO	19.98
83	Luxivair hospitality bar supplies	Sam's Club	FBO	555.00
84	Luxivair hospitality bar supplies	Smart & Final	FBO	57.40
85	Streaming service for FBO theater	Netflix	FBO	22.99
86	Sign made for the terminal	Xgraphix	Mktg.	50.45
87	Annual membership for Luxivair SBD	SCAA	Mktg.	300.00
88	Access to stock imagery for advertising, social media, etc.	Adobe	Mktg.	49.99
89	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	4.19
90	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	44.00
91	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	2.19
92	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	80.00
93	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	144.00
94	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	175.00
95	Parking for LAACA Holiday Event	Marriott LAX	Mktg.	24.20
96	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	175.00
97	Online training module for accessibility - to meet 2024 deadline	Deque University	Mktg.	400.00
98	Thank you gifts for Cruising at Altitude event	Fracture	Mktg.	293.14
99	Boosted post promoting Provo nonstop routes	Facebook	Mktg.	175.00
100	Replacement for the toilet that was broken in the women's restroom in the TSA area	Grainger	Terminal	174.68
101	Fleet shop tools	Parts Authority	Fleet	588.97
102	Trailer hitches for maintenance vehicles	Parts Authority	Fleet	738.40
103	Batteries for FBO fuel bowsers	Parts Authority	Fleet	252.02
104	Weather strip seal for JCB front loader	SoCal JCB	Fleet	116.55
105	Tail light for grounds truck 28	Hatfield Buick GMC	Fleet	310.19
106	Flat bed trailer tires	Pete's road service	Fleet	455.05
107	Starter parts and rebuild for big blue	Quality Power	Fleet	550.00
108	Maintenance truck 52 oxygen sensor	Hatfield Buick GMC	Fleet	86.26

**Visa Breakdown
January 2025
SBIAA**

Line	Description	Vendor	Dept.	
109	Hand hose for Tymco sweeper	Mar-co Equipment	Fleet	725.11
110	Tach/Speedo driver gear for Building 666	TX Industrial Electric	Fleet	824.00
111	Training ASE 12/2024-Gabe Chavez	ASE test	Fleet	202.00
112	FBO VW-tire replacement	Pete's road service	Fleet	234.93
113	Supplies-Simple green for fleet shop parts washer	Lowes	Fleet	47.73
114	Battery charger for heavy equipment. GSE	Parts Authority	Fleet	844.19
115	Hydraulic oil	Parts Authority	Fleet	619.30
116	Badging office Ford escape key 08-04	Ken Grody Ford	Fleet	278.58
117	Restock safety glasses	Grainger	Fuel	106.17
118	Cleaning Supplies	Lowes	Fuel	133.08
119	Plastic storage containers-FBO	Lowes	Fuel	73.99
120	Restock bunna rubber sheets	Grainger	Fuel	202.41
				29,497.49
	VISA Statement Balance			29,497.49
	Date Prepared: 01/15/2024			

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 4</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR DECEMBER 31, 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 December 31, 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 December 31, 2024, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$10,662,545.93 on December 31, 2024. Bank statements reflect \$10,832,187.47. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items December 31, 2024.

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

Attachments:

1. Treasurer's Report for December 31, 2024

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
Treasurer Report
December 31, 2024

<u>Cash</u>	Balance 11/30/24	Activities	Balance 12/31/24
Checking Account - Wells Fargo Bank	\$ 3,923,208.90	\$ 3,038,800.75	\$ 6,962,009.65
Deposits In Transit:			
Beginning	578.58	(578.58)	-
Ending		74,843.85	74,843.85
Outstanding Checks:			
Beginning	(298,217.02)	298,217.02	-
Ending		(244,485.39)	(244,485.39)
 Premium Money Market Account - Wells Fargo Bank	 2,241,515.01	 1,401.67	 2,242,916.68
Deposits In Transit:			
Beginning			
Ending			
 Payroll Account - Wells Fargo Bank	 4,810.27	 (328.07)	 4,482.20
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
 Subtotal	 5,871,895.74	 3,167,871.25	 9,039,766.99
 <u>Investments</u>			
Local Agency Investment Funds	344,996.28	-	344,996.28
Deposits In Transit:			
Beginning			
Ending			
 Subtotal	 344,996.28	 -	 344,996.28
 <u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	695,925.64	(110,874.91)	585,050.73
Reserve Fund- US Bank 2021A series	531,525.63	(10,884.13)	520,641.50
Debt Service Fund-US Bank-2021B series	185,699.44	(79,459.80)	106,239.64
Reserve Fund -US Bank-2021B series	67,227.42	(1,376.63)	65,850.79
 Subtotal	 1,480,378.13	 (202,595.47)	 1,277,782.66
 Total Cash and Investments	 \$ 7,697,270.15	 2,965,275.78	 \$ 10,662,545.93

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: February 26, 2025

ITEM NO: 5

PRESENTER: Jeff Barrow, Director of Development

SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION WITH NK DEMOLITION SERVICES, INC. FOR THE BUILDING 56 HAZMAT REMOVAL PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS

SUMMARY

The Building 56 Hazmat Removal Project is complete in accordance with the plans and specifications.

RECOMMENDED ACTION(S)

Approve the filing of a Notice of Completion with NK Demolition for the Building 56 Hazmat Removal Project, 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:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

On January 22, 2025, the San Bernardino International Airport Authority (SBIAA) commission approved a construction contract with NK Demolition for the Building 56 Hazmat Removal Project. Following the June 15, 2023 expiration of the lease for Suite C in Building 56 (115 N. Del Rosa Drive, San Bernardino, CA 92408), all hazardous materials within the suite were safely identified, removed, and disposed of in compliance with federal, state, and local regulations.

The process was carried out by a qualified contractor, adhering to all safety protocols, ensuring the space is now fully cleared and ready for future occupancy. The project was completed without significant delays or issues, and the space is now in full compliance with environmental and safety standards. All necessary documentation for disposal and compliance has been maintained for record keeping purposes.


Staff reached out to five (5) companies:

1.	NK Demolition	\$79,980.00
2.	Environmental Management Technologies, Inc.	\$84,134.00
3.	Haz Mat Trans, Inc.	No Response
4.	Environmental Contractors Transportation, Inc.	Declined To Bid

Staff recommends the Commission approve the above recommended action.

Attachments:

1. None.

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 6</p> <p>PRESENTER: Mark Gibbs, Director of Aviation</p>
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SUBJECT: AUTHORIZE STAFF TO ADVERTISE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE SLURRY SEAL AND AIRFIELD PAINTING PROJECT AT THE SAN BERNARDINO INTERNATIONAL AIRPORT

SUMMARY

Approval of this item will allow Staff to advertise construction plans and specifications for the Slurry Seal and Airfield Painting Project at the San Bernardino International Airport. Staff will publicly advertise construction services in accordance with FAA requirements. The majority of funding for this work is compensable from grant funding, as available through the Bipartisan Infrastructure Law (BIL), administered by the Federal Aviation Administration (FAA).

RECOMMENDED ACTION(S)

Authorize Staff to advertise construction plans and specifications for the Slurry Seal and Airfield Painting Project in accordance with Federal Aviation Administration (FAA) requirements and San Bernardino International Airport Authority (SBIAA) purchasing policies and procedures.

FISCAL IMPACT

None. Responsive construction bids will be brought back to the SBIAA Commission for consideration and approval at a future date.

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

BACKGROUND INFORMATION

On September 25, 2024, the SBIAA Commission awarded design of the Slurry Seal and Airfield Painting Project (Project) to Aecom Technical Services, Inc. Engineered plans and specifications are nearing completion, and Staff have been working closely with the FAA to ensure conformance with federal requirements. This airport infrastructure Project is eligible for grant funding that may be available through the BIL program administered by the FAA, in conformance with the Airport's capital improvement program. Notices of availability would be published in local newspapers of general circulation, the Airport's website, and by contacting companies known to be familiar with this type of work.

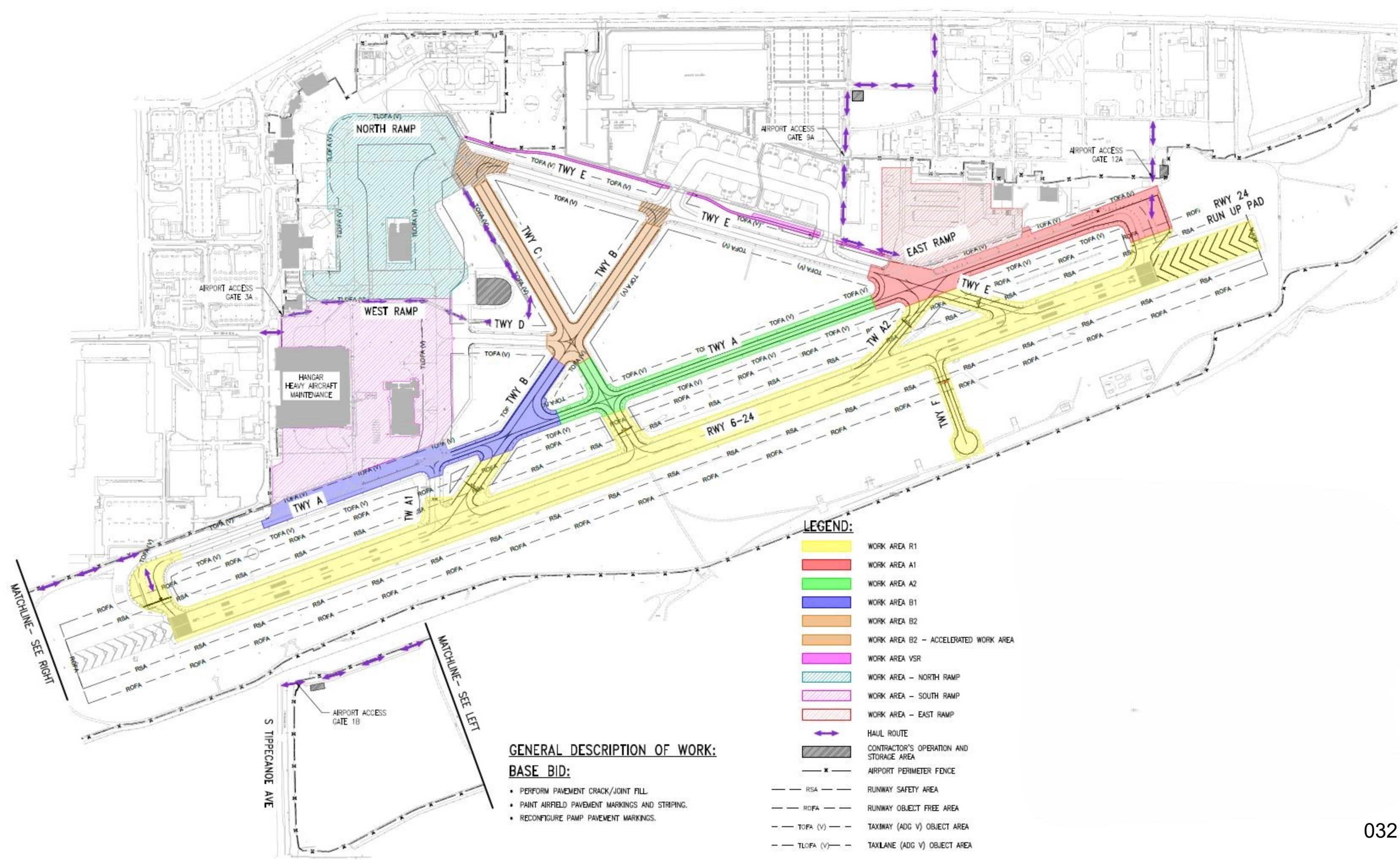
This Project involves application of asphalt crack seal material, and slurry treatment to extend the life of approximately 1,686,000 square feet of existing asphalt surfaces that include: runway shoulders, taxiway shoulders, full strength taxiway, and vehicle service road pavements. The painting portion of the project includes the application of new airfield centerline, edge stripes, and other airfield markings in conformance with the latest FAA airfield design standards for taxiways, taxilanes, and certain common-use aircraft ramp areas.


The resulting bids from the most competitive construction firm will be presented to the SBIAA Commission for consideration at a future meeting. This item is for approval to advertise construction plans and specifications only.

Staff recommends the Commission approve the above recommended action.

Attachments:

1. Project location map



	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 7</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MIRAU, EDWARDS, CANNON, LEWIN & TOOKE, LLP IN AN AMOUNT NOT TO EXCEED \$50,000 FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$100,000

SUMMARY

On June 1, 2024, the San Bernardino International Airport Authority (SBIAA) entered into a professional services agreement with Mirau, Edwards, Cannon, Lewin & Tooke, LLP to provide special legal counsel and litigation support services for the San Bernardino International Airport Authority in an amount not to exceed \$50,000. Due to an increase in lease related activities during the earlier part of the year, additional services are required through June 30, 2025. The proposed Amendment No. 1 would increase the contract by \$50,000, resulting in a revised total contract amount not to exceed \$100,000.

RECOMMENDED ACTION(S)

Approve Amendment No. 1 to the Agreement for Professional Services with Mirau, Edwards, Cannon, Lewin & Tooke, LLP to provide special legal counsel and litigation support services for San Bernardino International Airport Authority, increasing the contract by \$50,000 for a revised total contract amount not to exceed \$100,000; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

\$65,000 increase in legal and litigation services. In the event that the proposed budget adjustment is approved on today's agenda, funding for increased legal activity will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget in the Executive Office Department, Budget Class 52 (legal and litigation services) in the amount of \$355,000 of which \$125,000 is available to fund those services.

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

On June 1, 2024, the San Bernardino International Airport Authority (SBIAA) entered into a professional services agreement with Mirau, Edwards, Cannon, Lewin & Tooke, LLP to provide special legal counsel and litigation support services for the San Bernardino International Airport Authority in an amount not to exceed \$50,000. Due to an increase in lease related activities during the earlier part of the year, additional services are required through June 30, 2025. The proposed Amendment No. 1 would increase the contract by \$50,000, resulting in a revised total contract amount not to exceed \$100,000. Such services are rendered on a time and charges basis as services are requested.

Staff recommends the Commission approve the above recommendation.

Attachments:

1. Form of Amendment No. 1

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

**AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

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

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the 26th day of February 2025, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and MIRAUE, EDWARDS, CANNON, LEWIN & TOOKE, LLP (Consultant)

I. RECITALS

A. The SBIAA and Consultant entered into that certain Agreement for Professional Services, as of July 1, 2024 in an amount not to exceed \$50,000 ("Agreement");

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1 effective February 26, 2025.

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, LLP is \$50,000; for a total revised contract amount as provided in Section 4A of \$100,000 for Fiscal Year 2024-25.

III. MISCELLANEOUS PROVISIONS

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

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

///

[SIGNATURES ON FOLLOWING PAGE]

///

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

SBIAA

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer


ATTEST:

Jillian Ubaldo, Assistant Secretary of the Commission

CONSULTANT

Mirau, Edwards, Cannon, Lewin & Tooke, LLP

By: _____
Michael Lewin, Partner

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 8</p> <p>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</p>
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SUBJECT: APPROVE MEETING MINUTES: JANUARY 22, 2025

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, January 22, 2025.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held January 22, 2025.

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. January 22, 2025 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
REGULAR MEETING COMMISSION ACTIONS
WEDNESDAY, JANUARY 22, 2025
5:00 P.M.

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



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

Commission Members

City of Colton

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

City of Loma Linda

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

County of San Bernardino

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

City of San Bernardino

Councilmember Kim Knaus	Present (Arrived at 5:07 P.M.)
Councilmember Theodore Sanchez	Present (Arrived at 5:18 P.M.)
Mayor Pro Tem Fred Shorett (alt)	Present (In Audience)

City of Highland

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

Staff Members and Others Present

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

The Regular Meeting of the San Bernardino International Airport Authority was called to order by Vice President Penny Lilburn at approximately 5:06 p.m. on Wednesday, January 22, 2025.

A. CALL TO ORDER / ROLL CALL

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Councilmember John Echevarria in the Pledge of Allegiance.

B. CLOSED SESSION PUBLIC COMMENT

There was no closed session public comment.

C. CLOSED SESSION

Vice President Penny Lilburn recessed to closed session at 5:07 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, read the closed session items as posted on the Agenda.

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: Portions of former Norton AFB Parcel A, Hangar No. 763 Bays 1 & 2, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and David Vollrath, Chief Operating Officer, Unical Aviation, Inc.
- 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. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Lee v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2417207
- d. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d)(2) – significant exposure to litigation: three cases

D. REPORT ON CLOSED SESSION

Vice President Penny Lilburn reconvened the meeting at 5:21 p.m. Vice President Lilburn 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. Vice President Penny Lilburn stated Commission members should note the item(s) listed which might require member abstentions.

There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

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

2. Informational Items
 - a. Chief Executive Officer's Report
 - b. Report on Annual Airport Operations for Calendar Year 2024
 - c. Report on Status of Audit
 - d. Report on Policy and Procedures Update
 - e. 2025 SBIAA Regular Meeting Dates
- 2a. Mr. Michael Burrows, Chief Executive Officer, stated that each January, the San Bernardino International Airport, in its capacity as a commercial airport, submits all operational statistics to the Federal Aviation Administration (FAA).
- 2b. Mr. Mark Gibbs, Director of Aviation, presented an overview of the 2024 Operational Report. The total annual aircraft activity saw a 20% increase, positioning San Bernardino Airport at 317th out of 525 total towers. Corporate-sized jets (air taxis) set a new record, achieving nearly 10,000 total operations. Meanwhile, commercial aircraft operations experienced a slight decline of just under 5%, primarily due to cargo carriers utilizing wide-body aircraft. Data also revealed that San Bernardino Airport ranks as the 25th busiest in the nation for air cargo activity. Additionally, Breeze Airways served 40,000 passengers in 2024, with expectations for further growth following the addition of a new flight to Provo, Utah.

Supervisor Rowe inquired whether the increased weight of heavier aircraft had any impact on the longevity of the tarmac.

Mr. Mr. Gibbs, Director of Aviation, acknowledged that the weight of heavier aircraft could affect the longevity of the tarmac. However, he emphasized that the former Norton Air Force Base had left behind a well-maintained and durable concrete foundation. He further highlighted the importance of sharing operational statistics with the FAA to secure future grant funding for necessary pavement improvements.
- 2c. Mr. Mark Cousineau, Director of Finance, reported that the fieldwork for the audit has been completed. Revisions to the final drafts have facilitated the filing of the State Controller's Report on Financial Transactions, with audit closures expected by the end of January.

- 2d. Ms. Catherine Pritchett, Director of Administration, recognized Monette Mendoza on her retirement after 26 years of dedicated service, during which she advanced through the ranks within the agency. She shared a brief report highlighting the improvements made to policies and procedures to ensure compliance with FAA regulations. Additionally, Commission members were reminded to submit their W-4 forms in accordance with Internal Revenue Service requirements.
- 2e. Ms. Jillian Ubaldo, Clerk of the Board, provided the scheduled meeting dates and informed attendees that future communications would be issued to make any necessary adjustments to those dates.

H. <u>COMMISSION CONSENT ITEMS</u>

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

3. Register of Demands for December 2024
4. Receive and file Treasurer's Report for November 30, 2024, for the San Bernardino International Airport Authority (SBIAA)
5. Approve the filing of a Notice of Completion with T&G Construction Services, Inc. for the Pedestrian Crosswalk System Project and Authorize the release of retained funds.
6. Approve an increase of \$25,500 for Sysco Riverside, Inc. purchase order for a total amount not to exceed \$75,000
7. Approve the award of a construction contract with NK Demolition for the Building 56 Hazmat Removal Project in an amount not to exceed \$79,980
8. Approve Meeting Minutes: December 12, 2024

ACTION: Approve Agenda Item Nos. 3–8

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

I. **COMMISSION ACTION ITEMS**

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

9. Consider and discuss the SBD Good Neighbor Program fourth quarter 2024 Report

Ms. Rosemary Barnes, Aviatrix Communications, LLC, provided a presentation of the SBD Good Neighbor Program quarterly report (as contained on pages 059-086 of the agenda packet).

This item was for discussion purposes only, no action was taken.

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

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "June 2025 – Airport Focal Areas" (as contained on pages 89-91 in the agenda packet).

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

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no open session public comments.

L. **COMMISSION MEMBER COMMENT**

Councilmember Sanchez extended congratulations and a warm welcome to Kim Knaus as the newest member of the Commission.


Mayor Penny Lilburn expressed her condolences to Mayor Navarro for his recent loss.

M. **ADJOURNMENT**

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

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, February 26, 2025.

Jillian Ubaldo
Assistant Secretary of the Commission

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 9</p> <p>PRESENTER: Michael Burrows, Chief Executive Director</p>
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SUBJECT: ADOPT RESOLUTIONS OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) IN RECOGNITION OF THE SERVICES OF THE COUNTY OF SAN BERNARDINO AND THE CITY OF SAN BERNARDINO REPRESENTATIVES

SUMMARY

An oral presentation will be made at the meeting.

RECOMMENDED ACTION(S)

Adopt Resolutions of the San Bernardino International Airport Authority (SBIAA) in recognition of the services of the County of San Bernardino and City of San Bernardino representatives: San Bernardino County Third District Supervisor Dawn Rowe, and City of San Bernardino Mayor Helen Tran.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

An oral presentation will be made at the meeting.

Attachments:

1. Resolution in recognition of San Bernardino County Third District Supervisor Dawn Rowe
2. Resolution in recognition of City of San Bernardino Mayor Helen Tran



San Bernardino International Airport Authority

R E S O L U T I O N

Dawn Rowe

WHEREAS, San Bernardino County Third District Supervisor Dawn Rowe was first appointed to the Board of Supervisors in December of 2018 and elected in March of 2020; and

WHEREAS, Dawn Rowe, during her tenure as the San Bernardino County Third District Supervisor, has represented the County of San Bernardino as a member of the San Bernardino International Airport Authority Commission, having served as its Primary Member, since February 2019; and

WHEREAS, Dawn Rowe has been actively involved in directing the issues of military base reuse and revitalization activities impacting the former Norton Air Force Base and the region during her tenure on the San Bernardino International Airport Authority Commission. Ms. Rowe has invested substantial time and effort to assist in the economic development achievements of the San Bernardino International Airport Authority for the benefit of the City of San Bernardino and the surrounding region, while ensuring the preservation of the rich heritage that has established, held, and advanced the progress of Norton Air Force Base – today and beyond; and

WHEREAS, Dawn Rowe has been instrumental in garnering and focusing economic, fiscal, business, and community input and interests throughout her service, while enhancing a public-private partnership with Hillwood Development (a Perot company) that has brought a multitude of Fortune 50, 100 and 500 companies and other nationally recognized firms such as Kohl's, Mattel, Pep Boys, Medline Industries, Stater Bros. Markets, Pepsi Co., Unical Aviation, Amazon.com, and most recently UPS, FedEx, Amazon Air and Breeze Airways to the former Norton Air Force Base. Ms. Rowe constantly strives to increase employment opportunities in the region, as she exercises devotion and leadership in all matters. These efforts have brought substantial investment in buildings and improvements to the former Military Base. Ms. Rowe was instrumental in developing the policies leading to an excess of \$1.6 billion of private investment in the area. She has tirelessly represented the interests of citizens, taxpayers, companies, and agencies in the region, and has had the vision to foresee the development and economic potential of the Airport through strong support of capital improvements, including the completion of over \$290 million in public infrastructure and roadway upgrades – establishing opportunities for expanded aviation and foreign trade facilities at the San Bernardino International Airport. Through her thoughtful and collaborative leadership, Ms. Rowe has helped the joint powers authority to achieve fiscal and operational success, attracting and retaining over 18,101 jobs and supporting over 16 million square feet of new development at the former Norton Air Force Base, now generating over \$3.5 billion in direct economic output for the community.

NOW, THEREFORE, BE IT RESOLVED this 26th day of February, 2025, that San Bernardino International Airport Authority hereby join with friends, family, and colleagues in commending Dawn Rowe for her tireless efforts and dedication to this region and the goals of the Authority and in bringing into reality the successful conversion of the former Norton Air Force Base to civilian reuse.

BE IT FURTHER RESOLVED that this Resolution No. 2025-01 be noted in the official minutes of the San Bernardino International Airport Authority and presented to Dawn Rowe in appreciation of her exemplary public service.

PASSED, APPROVED AND ADOPTED this 26th day of February, 2025.

Frank J. Navarro, President
San Bernardino International Airport Authority



San Bernardino International Airport Authority

R E S O L U T I O N

Helen Tran

WHEREAS, Helen Tran was first elected to serve as Mayor for the City of San Bernardino in December 2022; and

WHEREAS, Helen Tran, during her tenure on the City Council, has represented the City of San Bernardino as a member of the San Bernardino International Airport Authority Commission, having served as its Primary Member, since January 18, 2023; and

WHEREAS, Helen Tran has been actively involved in directing the issues of military base reuse and revitalization activities impacting the former Norton Air Force Base and the region during her tenure on the San Bernardino International Airport Authority Commission. Ms. Tran has invested substantial time and effort to assist in the economic development achievements of the San Bernardino International Airport Authority for the benefit of the City of San Bernardino and the surrounding region, while ensuring the preservation of the rich heritage that has established, held, and advanced the progress of Norton Air Force Base – today and beyond; and


WHEREAS, Helen Tran has been instrumental in garnering and focusing economic, fiscal, business, and community input and interests throughout her service, while enhancing a public-private partnership with Hillwood Development (a Perot company) that has brought a multitude of Fortune 50, 100 and 500 companies and other nationally recognized firms such as Kohl's, Mattel, Pep Boys, Medline Industries, Stater Bros. Markets, Pepsi Co., Unical Aviation, Amazon.com, and most recently UPS, FedEx, Amazon Air and Breeze Airways to the former Norton Air Force Base. Ms. Tran constantly strives to increase employment opportunities in the region, as she exercises devotion and leadership in all matters. These efforts have brought substantial investment in buildings and improvements to the former Military Base. Ms. Tran was instrumental in developing the policies leading to an excess of \$1.6 billion of private investment in the area. She has tirelessly represented the interests of citizens, taxpayers, companies, and agencies in the region, and has had the vision to foresee the development and economic potential of the Airport through strong support of capital improvements, including the completion of over \$290 million in public infrastructure and roadway upgrades – establishing opportunities for expanded aviation and foreign trade facilities at the San Bernardino International Airport. Through her thoughtful and collaborative leadership, Ms. Tran has helped the joint powers authority to achieve fiscal and operational success, attracting and retaining over 18,101 jobs and supporting over 16 million square feet of new development at the former Norton Air Force Base, now generating over \$3.5 billion in direct economic output to the community.

NOW, THEREFORE, BE IT RESOLVED this 26th day of February, 2025, that San Bernardino International Airport Authority hereby join with friends, family, and colleagues in commending Helen Tran for her tireless efforts and dedication to this region and the goals of the Authority and in bringing into reality the successful conversion of the former Norton Air Force Base to civilian reuse.

BE IT FURTHER RESOLVED that this Resolution No. 2025-02 be noted in the official minutes of the San Bernardino International Airport Authority and presented to Helen Tran in appreciation of her exemplary public service.

PASSED, APPROVED AND ADOPTED this 26th day of February, 2025.

Frank J. Navarro, President
San Bernardino International Airport Authority

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 10</p> <p>PRESENTER: Mark Cousineau, Director of Finance</p>
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SUBJECT: CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024-2025

SUMMARY

The proposed adjustments modify the adopted San Bernardino International Airport Authority's (SBIAA) budget to reflect improved estimates and changes in conditions in the accounts reflected in the Proposed Budget Adjustments Table.

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

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 2024-2025 Budget, if approved, would be a net increase in budgetary expense of \$52,000.

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 26, 2024, the San Bernardino International Airport Authority (SBIAA) Commission adopted the SBIAA Budget for Fiscal Year 2024-2025. SBIAA staff determined the following adjustments are necessary based on changes since the budget was approved. Capital Project adjustments require Commission approval.

The net effect of the proposed budget adjustments is an decrease in budgetary net income of \$52,000. Estimated revenues are increasing \$13,000 from anticipated food and beverage sales at San Bernardino International Airport's Leland's Café located in the Domestic Terminal.

The increase in budgetary expenses of \$65,000 is comprised of \$65,000 for legal and litigation activities arising from claims and tenant disputes; and a \$20,000 increase for contractual services (\$10,000) and inventory purchases (\$10,000) that are offset by a \$20,000 decrease in other expenses.

Staff identified the following budget classes that require modification. They are described in the table below:

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY FY 2024-2025 Proposed Budget Adjustments February 2025

PROPOSED BUDGET ADJUSTMENTS TABLE

Proposed Adjustments	Budget Class	Approved Budget	Proposed Adjustments	Adjusted Budget
<i>Expenditures & Transfers Out</i>				
A Executive Office	52 - Contractual Services (Legal and Litigation)	\$ 290,000	\$ 65,000	\$ 355,000
B Luxivair-SBD	52 - Contractual Services (Other Services)	195,000	10,000	205,000
B Luxivair-SBD	57 - Other Expenses and Expenditures	458,500	(20,000)	438,500
B Luxivair-SBD	43 - Non-Aeronautical Revenue (COGS)	-	10,000	10,000
			-	-
	Increase (Decrease) in expenditures & transfers out		65,000	
<i>Revenues & Transfers In</i>				
B Luxivair-SBD	43 - Non-Aeronautical Revenue	-	13,000	13,000
			-	-
	Increase (Decrease) in revenues & transfers in		13,000	
	Net Budget Adjustment, Expenses in Excess of Revenues		\$ 52,000	


- A** \$65,000 increase in legal and litigation services for the balance of the fiscal year is necessary to support ongoing tenant disputes and increased claim activity.

- B** Net \$13,000 increase in budgetary revenues from Luxivair-SBD's operation and support of Leland's Café at the SBD International Airport Domestic Terminal that is funded through a reduction of Luxivair SBD's other expenses and expenditures.

Staff recommend that the Commission approve the above recommended action.

Attachments:

1. None

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 11</p> <p>PRESENTER: Jonathan Galvan, Airport Manager</p>
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SUBJECT: APPROVE AMENDMENT NO. 3 WITH C&A JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$49,000 FOR A TOTAL REVISED CONTRACT AMOUNT NOT TO EXCEED \$470,743 DURING THE FIRST YEAR OPTION TERM

SUMMARY

On November 21, 2021, the San Bernardino International Airport Authority (SBIAA) awarded C&A Janitorial Services a three (3)-year contract, with two (2) one (1)-year extension options, to provide janitorial services and supplies at multiple SBIAA buildings. SBIAA exercised its first one (1)-year option term effective December 1, 2024. Amendment No. 3 to the agreement, in an amount not to exceed \$49,000, is necessary due to unforeseen increases to minimum wage and janitorial supplies that occurred over the initial contract term.

RECOMMENDED ACTION(S)

Approve Amendment No. 3 to the Services Agreement with C&A Janitorial Services in an amount not to exceed \$49,000 for a total revised contract amount not to exceed \$470,743 for routine janitorial services and supplies at certain SBIAA buildings; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for these services is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget in Airport Management Department, Budget Class 57 - Other Expenses and Expenditures in the amount of \$5,937,976 of which \$1,604,000 is available to fund Amendment No. 3 in the amount of \$49,000.

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

BACKGROUND INFORMATION

The San Bernardino International Airport Authority (SBIAA) is responsible for janitorial services and supplies for the following buildings: Hangar 341, Hangar 674, Building 674, Building 680, Maintenance Building 730, Building 759, Control Tower, General Aviation Hangar Restrooms, Hangar 763, Cargo Building, Domestic Terminal, International Arrivals Facility IAF, Car Rental Facility, Luxivair SBD – FBO building, Fuel Farm, and the Domestic Terminal Parking Lot. In accordance with the respective lease agreements for Hangar 763 restrooms, Hangar 674 and offices, general aviation restrooms and Building 759, the landlord is responsible for janitorial services and supplies; the costs for which are recovered through the lease agreements.

Amendment No. 1 increased the original C&A Janitorial contract amount by an average of \$5,736 per year during the initial contract term due to additional supplies and services required for new leasehold tenancy at Building 759. Amendment No. 2 increased the original C&A Janitorial contract amount by an average of \$63,757 per year during the second and third year of the initial contract term due to additional supplies and services required for commercial passenger use of the domestic terminal.

On November 24, 2021 the SBIAA Commission awarded a contract to C&A Janitorial Services (C&A) to provide janitorial services, and is currently operating under the first one (1)-year optional extension term. Annual contract increases were factored into the contract in an amount not to exceed amount of \$421,743.04 in consideration of the rate of cpi increases during the initial term, and additional services required by Amendments No. 1 and No. 2. However, due to California's rising minimum wage and increasing supply costs, Amendment No. 3 would increase the contract cost by \$49,000, for a total revised contract amount not to exceed amount of \$470,743 during the first option year.

Staff recommends that the Commission approve the above recommended action.

Attachments:

1. Form of Amendment No. 3

SAN BERNARDINO INTERNATIONAL AIRPORT
AUTHORITY

AMENDMENT NO. 3 TO
SERVICES AGREEMENT
[C&A Janitorial Services]

This Amendment No. 3 to the Agreement for Professional Services is entered into and shall be effective as of the 26th day of February, 2025, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and C&A Janitorial Services, (the "Consultant").

I. RECITALS

A. The SBIAA and Consultant entered into that certain Service Agreement for Janitorial Services, as of December 1, 2021 ("Agreement");

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 3 as approved by the SBIAA Board on February 26, 2025.

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 with the Consultant is increased by \$48,938.96 extending through November 30, 2025; for a total revised contract amount of \$470,682.00. This amends Section 2 "Invoicing and Payment" of the original Agreement.

III. MISCELLANEOUS PROVISIONS

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

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

///

[SIGNATURES ON FOLLOWING PAGE]

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

SBIAA

SAN BERNARDINO
INTERNATIONAL AIRPORT
AUTHORITY a joint powers
authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jillian Ubaldo,
Clerk of the Board

Consultant

C&A Janitorial Services

By: _____

EXHIBIT A

SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer

Airport Manager

EXHIBIT B

FAA CONTRACT PROVISIONS

I. EQUAL OPPORTUNITY CLAUSE.

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

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

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

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

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Consultant's commitments under this section 202 of Executive Order 11246

of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

B. Standard Federal Equal Employment Opportunity Construction Contract Specifications:

1. As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Consultant's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

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

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and

to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

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

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

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

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

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

h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and

providing written notification to and discussing the Consultant's EEO policy with other contractors and subcontractors with whom the Consultant does or anticipates doing business.

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

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

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

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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

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

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

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

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Consultant is a member and participant may be asserted as fulfilling any one or more

of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Consultant may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally, the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

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

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone

numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

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

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

2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the

Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

4. Information and Reports. The Consultant shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SBIAA or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the SBIAA or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

- a. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

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

III. DISADVANTAGED BUSINESS ENTERPRISES.

A. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

B. The prime Consultant agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the prime Consultant receives from the SBIAA. The prime Consultant agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SBIAA. This clause applies to both DBE and non-DBE subcontractors.

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

D. The prime Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent of SBIAA. Unless SBIAA consent is provided, the prime Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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

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

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

H. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

D. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

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

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

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3. who incorporates in the public works project any product of a foreign country on such USTR list.

4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

5. The Offeror/ Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror/ Consultant has knowledge that the certification is erroneous.

6. This certification is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the SBIAA cancellation of the contract or subcontract for default at no cost to the SBIAA or the FAA.

VI. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

A. Certification of Offeror/ Bidder Regarding Debarment. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. Certification Lower Tier Contracts Regarding Debarment. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.
4. If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment of the non-compliant participant.

VII. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS. The Consultant certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Consultant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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

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

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


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

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

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

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

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

	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 12</p> <p>PRESENTER: Darrell Hale, Property Manager</p>
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SUBJECT: APPROVE AMENDMENT NO. 1 TO THE AMENDED AND RESTATED LAND LEASE AGREEMENT WITH ASHLEY FURNITURE INDUSTRIES, LLC FOR APPROXIMATELY 11.98 ACRES OF PROPERTY

SUMMARY

On June 1, 2024, the San Bernardino International Airport Authority (SBIAA) and Ashley Furniture Industries, LLC entered into a long-term land lease agreement for approximately 11.98 acres of land north of the San Bernardino International Airport for development of an off-site parking facility. All design, engineering, and entitlement work has been completed; however, due to significant cost escalations encountered during construction, certain updates are needed to make the business terms workable for both parties.

RECOMMENDED ACTION(S)

Approve Amendment No. 1 to the 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.

FISCAL IMPACT

None for Fiscal Year 2024-25. A \$246,173 increase, over 12 months, in estimated revenues for the San Bernardino International Airport Authority Fiscal Year 2025-26 Budget in the Development and Properties Department, Budget Class 44 – Land & Non-Terminal Facility Leases and Licenses Revenue.

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

BACKGROUND INFORMATION

On June 1, 2024, the San Bernardino International Airport Authority (SBIAA) and Ashley Furniture Industries, LLC (Ashley) entered into a long-term land lease agreement for approximately 11.98 acres of land north of the San Bernardino International Airport for development of an off-site parking facility. Due to significant cost escalations encountered during construction related to concrete debris discovered during rough grading phase, certain updates are needed to make the business terms workable for both parties. The unforeseen conditions resulted in a need for Ashley to halt grading, bring in a crushing operation on-site, and re-grade a substantial portion of the property. This resulted in an increase in Ashley's project costs of over \$600,000. As a result, the parties now propose to amend the initial lease term from twelve (12) years to fifteen (15) years to allow for additional capitalization of Lessee's Premises Improvements and stabilize lease revenues to SBIAA.

Principal lease terms and conditions of the proposed Amendment No. 1 to the Amended and Restated Lease by and between SBIAA and Ashley are as follows:

- Premises: approximately 11.98 acres of land (521,784 square feet)
- Lease Term: Fifteen (15)-years
- 3% annual CPI adjustments
- Security Deposit: Two (2) month's rent upon execution of Lease
- Monthly lease revenue of \$20,514.41 per month (\$246,143 annually)
- Ashley to construct an off-site parking facility at its sole cost and expense pursuant to City of San Bernardino development code requirements
- Upon completion of Lessee's Premises Improvements, SBIAA to provide a rent credit based on the actual verified construction costs in an amount not to exceed \$7,500,000, amortized over the initial lease term
- Effective in year 10 of the lease, SBIAA shall retain a limited right to recapture use of the premises for airport purposes, subject to remittance to Ashley of the then unamortized value of the cost of the improvements
- Ashley to maintain all portions of the premises and pay all applicable utility charges; electric, water, and sewer
- Ashley to pay all applicable possessory interest taxes and maintain commercial general liability and fire insurance coverage naming SBIAA as an additional insured
- Ashley to comply with all applicable laws, Airport, FAA, and local rules and regulations
- Upon termination of the lease, all improvements shall revert to SBIAA ownership

Ashley has obtained all required development permits from the City of San Bernardino and is continuing its construction work with an estimated completion date in the Summer of 2025.

As the proposed amended and restated lease would generate over \$7.2 Million in revenue over the term, Staff recommends the Commission approve the above recommended action.

Attachments:

1. Form of Amendment No. 1
2. Site Map

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED LEASE AGREEMENT

This AMENDMENT NO. 1 TO THE AMENDED AND RESTATED LEASE AGREEMENT (this “Amendment”) is dated February __, 2025, (the “Amendment Date”, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority (“Lessor”), and ASHLEY FURNITURE INDUSTRIES, LLC., a Wisconsin limited liability company, (“Lessee”).

BACKGROUND:

- A. On June 1, 2024, Lessor and Lessee entered into an Amended and Restated Lease for certain real property located north of the San Bernardino International Airport comprised of approximately 11.98 acres of land (approximately 647,804 square feet) (the “Lease”) in San Bernardino, California referred to as the South Lot as more specifically described in Exhibit A of the Lease (the “Premises”).
- B. The initial term of the Lease is currently twelve (12) years from the completion of the Premises Improvements consisting of a commercial parking facility pursuant to City of San Bernardino requirements.

The Lease is amended as set forth below:

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend the Lease as follows:

- 1. Delete the existing Paragraph 6.0 Term and substitute therefore, the following as a new Paragraph 6.0 Term:

6.0 Term. The initial term of this Lease shall commence on the date LESSOR and LESSEE have both approved, in writing, completion of the construction and installation of the Premises Improvements as set forth in Paragraph 4.1 and shall terminate on a date which is fifteen (15) years thereafter. Upon request, LESSEE and LESSEE will sign a commencement document confirming the commencement and end dates of the initial term.

- 2. Miscellaneous.

- a. Full Force and Effect. Except as expressly amended hereby, all other items and terms of the Lease remain unchanged and continue to be in full force and effect.
- b. Ratification. The Lease as amended and modified hereby, is ratified and confirmed by the parties as being in full force and effect.
- c. Conflicts. The terms of this Amendment will control over any conflicts between it and the terms of the Lease.
- d. Counterparts. This Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered will constitute an original instrument, and all such multiple counterparts will constitute but one and the same instrument.

EXECUTED as of the date first above written.

LESSOR:

SAN BERNARDINO INTERNATIONAL AIRPORT
AUTHORITY, a Joint Powers Authority

By: _____
Name: Michael Burrows
Title: Chief Executive Officer

Date: _____

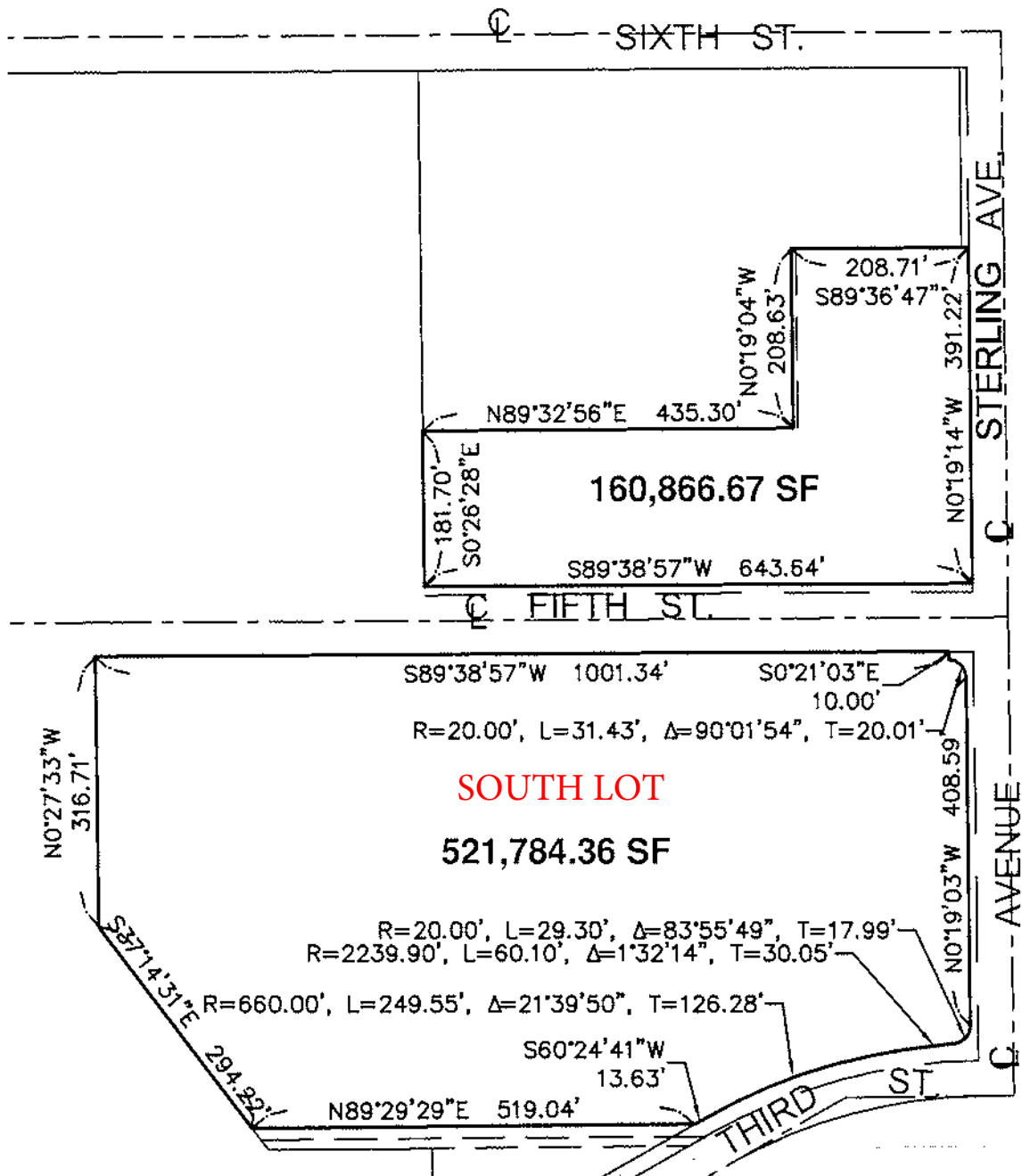
LESSEE:

ASHLEY FURNITURE INDUSTRIES, LLC, a
Wisconsin Limited Liability Company

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "B"




SCALE: 1"=200'



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	<p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: February 26, 2025</p> <p>ITEM NO: 13</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p>
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SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2025

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

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

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

BACKGROUND INFORMATION

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

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

For review and discussion.

Attachments:

1. SBIAA Action Plan

June 30, 2025 – Airport Focal Areas



Ensure Operational & Financial Stability

Stabilize Revenue Streams & Sources

Good Neighbor Program

Airport Outreach:

Business Retention & Expansion

EV & Solar Projects

FAA Taxiway Project

Grant Programs & Initiatives

International Trade

San Manuel Development



San Bernardino International Airport Authority

Action Plan for SBIAA (6/30/25)

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

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

SBIAA Near-Term Action Plan – Implementation



February, 2025

Sub-Initiative Status:



Incomplete

In Process

Completed

Stabilize Tenants & Infrastructure



Review Operational Plans



FAA Taxiway Project



Implement New Operational Software



Complete 2024/25 Airport Marketing Efforts & Initiatives



Air Passenger Service (PVU)



International Trade
Legislative Program

