SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, SEPTEMBER 23, 2026

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

Joe Baca, Jr., President
Supervisor, County of San Bernardino
Penny Lilburn, Vice President
Mayor, City of Highland
Kim Knaus, Secretary
Councilmember, City of San Bernardino

COMMISSION MEMBERS:
Frank J. Navarro
Mayor, City of Colton
Rhodes Rigsby
Councilmember, City of Loma Linda
Theodore Sanchez
Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:
Dawn Rowe
Supervisor, County of San Bernardino
Phillip Dupper
Councilmember, City of Loma Linda
John Echevarria
Councilmember, City of Colton
Jimmy Saldana
Mayor Pro Tem, 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, and will be provided at the meeting, and are posted in the Agenda section of our website at www.sbiaa.org. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.*
- *Recordings of the SBIAA Commission meetings are available in the 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. Speaker slips should be turned in to the Clerk of the Board prior to the start of Public Comment.*
- *Public comments for both agenda and non-agenda items will be limited to three minutes.*
- *The three–minute limitation shall apply to each member of the public and cannot be shared. An additional three minutes will be allotted to those who require translation services.*

ORDER OF BUSINESS – CLOSED SESSION

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

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: 105 North Leland Norton Way, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Lui, Transportation Security Administration (TSA)

b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: 105 North Leland Norton Way, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer, Scott Huber, SBIAA Legal Counsel, and Joe Ermalovich, AeroPro MRO SBD, LLC

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. **ADDED AND DEFERRED ITEMS**
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 SEPTEMBER 23, 2026
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 006]**

G. **INFORMATIONAL ITEMS**
The following subject matters and their attachments are submitted to the Commission Members for informational purposes only. No formal action or motion is required. Commission 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.

2. Informational Items

a. CHIEF EXECUTIVE OFFICER'S REPORT
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 013]**

b. REPORT ON SAN BERNARDINO REGIONAL EMERGENCY TRAINING CENTER (SBRETC) LICENSE
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE #: 014]**

c. REPORT ON AIRPORT OPERATIONS UAS
[PRESENTER: Mitch Datillo, Airport Security Manager **PAGE #: 015]**

d. TERMINAL WALKWAY UPDATE
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE #: 016]**

e. NOVEMBER AND DECEMBER REGULAR MEETING DATES
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 017]**

f. REPORT ON ACTION PLAN
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE #: 020]**

H. **OPEN SESSION PUBLIC COMMENT**

Anyone who wishes to speak during Open Session Public Comment is requested to fill out a speaker slip and submit it to the Clerk of the Board prior to the start of Public Comment. Public comments are limited to three minutes per speaker for both agenda and non-agenda items. 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. Pursuant to the Brown Act, the Commission may not discuss or take action on non-agenda items raised during public comment but may briefly respond to statements or direct items to staff for future consideration.

I. **COMMISSION CONSENT ITEMS**

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

3. REGISTER OF DEMANDS FOR AUGUST 2026
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 024]**

4. RECEIVE AND FILE TREASURER'S REPORT FOR JULY 31, 2026 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 032]**

5. APPROVE THE PURCHASE OF ONE (1) FORD EXPLORER FROM FRITTS FORD IN AN AMOUNT NOT TO EXCEED $59,560
[PRESENTER: Jonathan Galvan, Airport Manager **PAGE#: 035]**

6. AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH CONVERSE CONSULTANTS TO PERFORM A PHASE II ENVIRONMENTAL ASSESSMENT FOR SAN BERNARDINO REGIONAL EMERGENCY TRAINING CENTER (SBRETC), IN AN AMOUNT NOT TO EXCEED $54,925
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 039]**

7. APPROVE MEETING MINUTES: AUGUST 26, 2026
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 052]**

J. **COMMISSION ACTION ITEMS**

8. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2026-2027
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 063]**

9. AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH TOM DODSON & ASSOCIATES TO PREPARE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DOCUMENTATION FOR THE PROPOSED HYDROGEN PROJECT, IN AN AMOUNT NOT TO EXCEED $78,000
[PRESENTER: Myriam Beltran, Manager of Planning and Programs **PAGE#: 066]**

10. AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, LLC IN AN AMOUNT NOT TO EXCEED $5,942,800 FOR THE PHASE II — SBD ABOVE AND BEYOND PROJECT
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 096]**

K. **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.

L. **ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the San Bernardino International Airport Authority Commission, on Wednesday, October 28, 2026.

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 1** **PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission**

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF SEPTEMBER 23, 2026

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-subsidiary 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):

Agenda Item No.	Contractors/Tenants	Subcontractors/Subtenants
9.	Fritts Ford	None.
14.	Converse Consultants, Inc. Michael Van Fleet, Principal Geologist Laura Tanaka, Principal Environmental Scientist	None.
15.	Tom Dodson & Associates Tom Dodson, CEO Alma Rushing, CFO Brynn Mckinney-Dodson, Secretary	None.
16.	Bogh Engineering, LLC Lisa Venable, President Jeff Jaso, Vice President	None.

Attachments:

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

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

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

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

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

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

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

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

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

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars ($250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars ($250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

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

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

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

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

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

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

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

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

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

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

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

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

(C) A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

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

HISTORY

1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior history of section 18438.5, see Register 85, No. 8.

2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of the California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2014, No. 33).

2a

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 2a** **PRESENTER: Michael Burrows, Chief Executive Officer**

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

1. None

2b

	TO: San Bernardino International Airport Authority Commission
	DATE: September 23, 2026
	ITEM NO: 2b
	PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: **INFORMATIONAL ITEMS – REPORT ON SAN BERNARDINO REGIONAL EMERGENCY TRAINING CENTER (SBRETC) LICENSE**

SUMMARY

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

Prepared By:	Michelle Casey
Certified as to Availability of Funds:	N/A
Approved as to Form and legal content:	Scott Huber
Final Approval:	Michael Burrows

BACKGROUND INFORMATION

None.

Attachments:
1. None

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 2c** **PRESENTER: Mitch Datillo, Airport Security Manager**

SUBJECT: INFORMATIONAL ITEMS – REPORT ON AIRPORT OPERATIONS UAS

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

2d

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 2d** **PRESENTER: Michael Burrows, Chief Executive Officer**

SUBJECT: INFORMATIONAL ITEMS – TERMINAL WALKWAY UPDATE

SUMMARY

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

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. None

2e

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 2e** **PRESENTER: Jillian Ubaldo, Assistant Secretary Of The Commission**

SUBJECT: INFORMATIONAL ITEMS – NOVEMBER AND DECEMBER REGULAR MEETING DATES

SUMMARY

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

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

BACKGROUND INFORMATION

The current scheduled meetings of the San Bernardino International Airport Authority (SBIAA) Commission for the months of November and December 2026 are as follows: November 25, 2026, and December 23, 2026. Due to the Thanksgiving and Christmas holidays, it may be appropriate to consider alternate meeting dates. If directed by the Commission, staff will contact Commission members regarding their availability to establish proposed alternate dates for the November and December regular meetings.

Attachments:

1. 2026 SBIAA Meeting Calendar

2026 SCHEDULED REGULAR MEETINGS

Unless otherwise noticed, meetings shall be held at:
Norton Regional Event Center | 1601 East Third Street | San Bernardino, CA 92408

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

REGULAR COMMISSION MEETINGS:

Date: Fourth (4th) Wednesday of each month
Time: 5:00 p.m.

January 28, 2026
February 25, 2026
March 25, 2026
April 22, 2026
May 27, 2026
June 24, 2026
July 22, 2026
August 26, 2026
September 23, 2026
October 28, 2026
November 25, 2026
December 23, 2026

San Bernardino International Airport Authority
1601 E Third Street, San Bernardino, California 92408 | Phone: (909) 382-4100 ext. 122
Jillian Ubaldo, Assistant Secretary of the Commission, jubaldo@sbdairport.com

SBIAA STANDING COMMITTEES:

SBIAA Executive Committee:

Established by Resolution No. 2026-02 on April 22, 2026

Date: Fourth (4th) Wednesday of each month
Time: 4:00 p.m., except for those months where the Finance and Budget Committee is regularly scheduled (January, April, August, and October), in which case the Executive Committee shall meet at **3:00 p.m.**

May 27, 2026
June 24, 2026
July 22, 2026
August 26, 2026*
September 23, 2026
October 28, 2026*
November 25, 2026
December 23, 2026

*Meeting will be held at 3:00 p.m. on these days

SBIAA Finance & Budget Committee:

Date: Fourth (4th) Wednesday of the months of January, April, August, October
Time: 4:00 p.m.

January 28, 2026
April 22, 2026
August 26, 2026
October 28, 2026

These schedules represent the 2026 regular meetings for the SBIAA Commission, Executive Committee, and Finance & Budget Committee. All meetings are subject to change—including cancellations, special meetings, or adjustments to time and location—and updated notices will be posted in advance in accordance with the Brown Act.

San Bernardino International Airport Authority
1601 E Third Street, San Bernardino, California 92408 | Phone: (909) 382-4100 ext. 122
Jillian Ubaldo, Assistant Secretary of the Commission, jubaldo@sbdairport.com

2f

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 2f** **PRESENTER: Michael Burrows, Chief Executive Officer**

SUBJECT: **INFORMATIONAL ITEMS – REPORT ON ACTION PLAN**

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

September, 2026 – Airport Focal Area

- Ensure Operational & Financial Stability
- Stabilize Revenue Streams & Sources
- Good Neighbor Program
- Airport Outreach: Business Retention & Expansion
- SBD Above & Beyond
- FAA Projects
  Airport Terminal Updates
- Grant Programs & Initiatives
- International Trade
  U.S. Customs

Draft Action Plan for SBIAA (12/31/26)

Month	Key Initiative	Key Resources	Completion Date
July, 2026	SBD Above & Beyond Value Engineering; SBD Good Neighbor Program	SBIAA Commission, CEO., General Counsel, Director of Aviation, Director of Finance	July 30, 2026
August, 2026	Energy Needs Assessments; Airport Terminal Enhancements & Permitting; Hydrogen Hub	SBIAA Commission, CEO., General Counsel, Director of Aviation, Director of Finance	August 31, 2026
September, 2026	North Ramp & FAA Projects	SBIAA Commission & Committee, CEO., Director of Aviation, Director of Finance	September 30, 2026
October, 2026	International Trade Initiatives; Quarterly Financials	SBIAA Commission & Committee, Director of Finance, Director of Aviation, Asst. Secretary of Commission	October 31, 2026
November, 2026	Legislative Initiatives; Quarterly Budget Adjustments	SBIAA Commission & Committee, CEO., Director of Finance, Exec Staff	November 30, 2026
December, 2026	Business Plan Report; Finalize Annual Audit	SBIAA Commission & Committee, CEO, Director of Aviation, Director of Finance, Exec Staff	December 31, 2026

SBIAA Near-Term Action Plan – Implementation

September 2026

- Stabilize Tenants & Infrastructure
- Update Capital Plans
- Airport Improvements
- Implement Operational Software
- AOA Access Road Project
- SBIAA Infrastructure& Equipment Assessments
- International Trade
  U.S. Customs

Sub-Initiative Status:

Incomplete **In Process** **Completed**

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 3** **PRESENTER: Mark Cousineau, Director of Finance**

SUBJECT: **REGISTER OF DEMANDS FOR AUGUST 2026**

SUMMARY

SBIAA's Register of Demands for August 2026.

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 August 2026. The total of the register is $11,043,408.97.

Fuel: Titan Aviation Fuels was paid $6,375,221.31 for aviation fuel to resell at Luxivair-SBD. Merit Oil Co. were paid $32,344.69 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, Southern California Edison, The Gas Company, Utility Telecom Group LLC, and Verizon Wireless were paid a total of $204,192.33.

Capital Projects Cost: C.R. Contracting, LLC, and Sully-Miller Contracting Company were paid a total of $2,480,877.43.

Employee Benefits: Kaiser Health Plan, Inc., and LegalShield were paid $70,511.90.

Professional Services: Aecom Technical Services Inc.; Allawos & Company LLC; Aviatrix Communications LLC; Boston Fox Tigue International LLC; CJMC Holdings LLC; Cole Huber LLP; David Turch and Associates; Imagine Systems Inc; Innovative Federal Strategies LLC; J.R. Miller & Associates, Inc.; Joseph E. Bonadiman & Associates Inc; Mirau Edwards Canon Lewin & Tooke LLP; Right Energy Group LLC; and USDA were paid a total of $203,024.87.

Attachments:

1. August 2026 Register of Demands for the September 23, 2026 Commission Meeting
2. VISA breakdown - August 2026

San Bernardino International Airport Authority Register of Demands for Commission Meeting 9/23/2026			
Line	**Company Name**	**Description**	**AP Register**
1	282 Services	Fuel truck maintenance and repairs	905.13
2	A.O. Reed & Co., LLC	Repairs and maintenance for HVAC system	9,065.81
4	All Pro Broadcasting Inc.	Radio advertisement	3,800.00
6	Am-Tec Total Security Inc.	Monthly fire and burglar alarm monitoring and inspection	2,373.50
7	Amazon Capital Services Inc.	Office supplies and equipment	9,575.43
8	Amber Casarez	26/27 A. Casarez Travel PR Tulsa, OK August 2026	262.80
9	American Association of Airport Executives (AAAE)	Digicast software membership for FY 2026/27.	2,058.00
10	Ava Peterson	Employee reimbursement	240.00
12	Backflow Parts USA (Backflow Device Inspections, Inc.)	Backflow parts and devices	2,661.43
13	Bernell Hydraulics Inc.	Repair hoses for hydraulic system	2,100.22
14	Bosch Building Technologies LLC	Climatic will install & furnish keypad, replace existing fixed Dome Camera, and install new 270-Degree Camera at Gate 5A. A fixed dome camera will be installed in the Hertz rental car lot & a Pan-Tilt-Zoom camera will be installed on the top of building 695	3,199.52
16	Brandon Knight	Employee reimbursement	284.67
18	C & A Janitorial Services	Janitorial services	35,698.75
20	Cal Card - SBIAA	Refer back to Visa Breakdown	56,495.53
21	Cal Stripe Inc.	Rubber Removal and Runway Centerline Restriping	46,346.20
22	CALI939 KLLI-FM - KLLI Radio, LLC (KXOS Radio, LLC)	Radio advertisement	3,050.00
23	California Baptist University	Cal Baptist University Athletics Sponsorship	8,550.00
24	Christian Felix	Employee reimbursement	200.00
25	Cintas Corporation	Uniform and mat rentals	4,710.01
29	Crowd Control Warehouse	150 barricades	4,600.00
30	Dan's Lawnmower Center	Parts to maintain Grounds Department's power tools	893.82
31	David Delgado	Employee reimbursement	171.00
33	DBT Transportation Services LLC	Instrument Landing System (ILS) & Automated Weather Observation System (AWOS) with periodic maintenance and equipment restoration	12,742.95
34	Debt Book (Fifth Asset, Inc.)	Annual renewal for financial reporting software	12,200.00
35	Eagle Graphics LLC	Employee credit incentive for SBD online apparel store	980.49
37	Eaton Corporation	Terminal UPS battery unit. The service term will be from 7/1/26 -	5,662.00
38	Environmental Management Technologies	Hazardous waste management services	483.00
39	ESRI	ArcGIS annual subscription & maintenance	15,831.58
40	Event Design Lab	Live streaming services	2,400.00
41	Ewing Outdoor Supply (Ewing Irrigation Products Inc.)	Irrigation supplies and material	1,290.42
42	Ferguson Enterprises LLC	Plumbing supplies and material	542.84
43	First Choice/Blue Tiger	Coffee machine for lobby lease	1,599.97
44	Ford Credit Company	Vehicle lease agreements	4,975.22
46	GMSTEK LLC	Monthly fuel management and point-of-sale software subscription	2,582.03
48	Highland Area Chamber of Commerce	Membership renewal Bronze Sponsor renew to Aug 15 2027	3,200.00
50	Inland Empire Broadcasting Corp DBA KOLA-FM Radio	Radio advertisement	2,800.00
51	Inland Overhead Door	Parts and labor for hangar door repair	9,545.50
55	K&L Hardware and Plumbing Supply Inc	Maintenance, tools, and supplies	860.47
57	Kimball Midwest	Facilities and fleet bins and shelving to redo storage area in the fleet shop	4,500.08
59	Luis Garcia	Employee reimbursement	184.86
60	Lumacurve	Airfield runway & taxiway guidance signs	2,406.41
61	Mackinac Software LLC	Monthly service fees for AWOS weather system	89.00
62	MediWaste Disposal, LLC	Medical waste disposal services and supplies	39.60
65	National Construction Rentals Inc.	Equipment rental	110.88

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
9/23/2026

Line	Company Name	Description	AP Register
66	Parts Authority Metro LLC	Automotive replacement parts, tools/equipment, transmissions, accessories and supplies	2,798.62
67	Performance Electric	Electrical installation services and supplies	16,491.00
68	Pete's Road Service Inc.	Tires for security fleet and fuel trucks	9,894.64
69	Petty Cash - Reshma Rajan	Petty cash disbursement	239.80
70	PlaneNoise Inc.	Monthly subscription to complaint box for aircraft noise complaints	1,316.13
71	Presidio Networked Solutions Grp LLC	Networking equipment and services	2,162.39
72	RDO Equipment Co	Parts, repairs, and maintenance services for Old John Deere tractor	579.52
73	Red Star Fire Protection Inc.	Fire riser inspection and sprinkler testing	8,676.94
75	San Bernardino County Fire Protection	Fire protection services	236,196.00
76	SBR Broadcasting Corp DBA KCAL-FM Radio	Radio advertisement	1,200.00
77	Singlewire Software, LLC	Emergency/Notification Communication Software (ENS)	5,109.00
78	Skidata, Inc.	Service and support for terminal parking system	13,889.50
80	Staples, Inc. DBA Staples Contract & Commercial LLC	Office supplies	206.63
82	Sunwest Printing, Inc.	Custom printing material and services	258.83
83	Sysco Riverside Inc.	Item restock for FBO refreshment counter	2,207.27
84	Tammie Headley	Contractor provided services to operate Leland's Cafe	2,712.00
85	TELOS Identity Management Solutions, LLC.	Software, equipment, and maintenance fees for Security Badging System	1,537.75
86	The Elovaters	October 31 2026 personal services of Artist deposit	12,500.00
88	Titan Aerospace Insurance, LLC	Insurance premium	993,374.86
90	Trilogy Medwaste West LLC	Waste disposal from international flights	4,084.15
91	U.S. Customs & Border Protection	Salary, benefits, and administration fees for airport program for U.S. Customs and Border Protection officer	3,759.10
92	Underground Service Alert Of Southern Cal	Notification system for the Jet Fuel Line & Dig Safe Board Fees	96.00
93	Universal Corrosion Services, LLC	Cathodic protection services	5,761.25
94	US Bank	Administrative fees and incidental expenses	3,520.00
97	Velocity Truck Centers (Los Angeles Truck Centers LLC)	Emergency repair services for FBO GPU	2,345.61
99	VFS Fire & Security Services	Fire suppression contracted services of weekly, quarterly, and monthly inspections	7,220.00
100	Visible Intellect LLC	Ten (10) CCTV cameras to replace defective cameras to expand needed coverage	17,479.95
101	Wendy McConaughey	Employee reimbursement	315.00
102	Western Exterminator Company	Pest control	563.38
103	WP Electric & Communications Inc	Fiber Optic Cable/Telecommunications Installation Services	38,472.00
	Total		$ 11,043,408.97

Visa Breakdown
August 2026
SBIAA

Line	Description	Vendor	Dept.	Amount
1	Food for Employee Health Fair	Sams Club	Administration	430.34
2	CA and USA flags for various areas around the airport	Jon's Flags and Poles	Administration	1,218.01
3	Coffee for Employee Health Fair	Starbucks	Administration	66.00
4	FAA ADA Audit Compliance Inspection	TKF and HDT	Administration	999.00
5	Lunch for SBIAA Tac mtg	Greenspot Stater Bros	Administration	125.42
6	Airport Membership Dues	NBAA.org	Administration	499.00
7	Drain tool	Home Depot	Airport Maint.	30.43
8	Safety supplies for team members	Uline	Airport Maint.	347.21
9	Drain cleaner	Ferguson	Airport Maint.	41.13
10	Rust-Oleum Spray	K & L Hardware	Airport Maint.	116.24
11	Backup A/C unit for wildlife K-9	The Home Depot	Airport Operations	315.38
12	Hydration support beverages during heat conditions	Sams Club	Airport Operations	570.36
13	Airfield Sign for the AOA	SmartSign	Airport Operations	202.14
14	ACE SMS Registration Fee - Richard Gonzalez OPS	American Association of Airport Executives.	Airport Operations	555.00
15	Badging scheduling and expiration reminder software subscription	Expiration Reminder	Badging Office	864.00
16	SBD MX B SFO MX C SBD Airfare	Breeze Airways	Executive Office	326.99
17	Door tech service call Bldg. 730	Doortech	Facilities	577.00
18	Sherrif's hanger swamp cooler repairs	Lowes	Facilities	475.91
19	Electrical parts for projects	CED-Consolidated Electrical Distributors	Facilities	36.30
20	Fans for meeting rooms	The Home Depot	Facilities	55.55
21	Plumbing repairs FBO	Lowes	Facilities	120.66
22	Gate repair call for 12C	Automated Gate Services	Facilities	381.10
23	Gate repair parts mag locks	Spelitegates.net	Facilities	470.69
24	Hardware for repairs	Lowes	Facilities	11.27
25	Low voltage wire products for gate repairs	The Home Depot	Facilities	6.00
26	Keys for Bldg. #680	Redlands Lock and Key	Facilities	13.05
27	Paint For FBO hallway	The Home Depot	Facilities	217.12
28	Generator building 863	Lowes	Facilities	6,497.92
29	Keys for Bldg. 680	Redlands Lock and Key	Facilities	36.24
30	Toilet repair parts for stock	The Home Depot	Facilities	28.23
31	Parts for repair	Lowes	Facilities	17.41
32	Led Light bulbs	Superbrightlkeds.com	Facilities	145.88
33	Tools, parts for repairs	Lowes	Facilities	59.22
34	Keys for Bldg. #674	Redlands Lock and Key	Facilities	31.27
35	Drain treatment	SP CleanFlo	Facilities	184.95
36	Electric hinges	Zoro Tools	Facilities	110.91
37	Hardware to hang propeller	The Home Depot	Facilities	66.00
38	Urinal augers	Global Industry	Facilities	223.85
39	PVC piping for projects	Ferguson	Facilities	107.67
40	Stain for monument	The Home Depot	Facilities	365.41
41	Parts and supplies	The Home Depot	Facilities	124.90
42	Light bulbs	The Home Depot	Facilities	48.83
43	Electrical tools for upcoming project	The Home Depot	Facilities	616.10
44	Plumbing pipe for repairs	The Home Depot	Facilities	24.19
45	Lights for the monuments	Superbrightleds.com	Facilities	240.51
46	Plumbing parts for repairs	The Home Depot	Facilities	379.19
47	Liquid drain cleaner	Zoro Tools	Facilities	106.00
48	Supplies and tools	K & L Hardware	Facilities	45.82
49	Rust cleaner	Home Depot	Facilities	69.50
50	Corner caps for walls	Zoro Tools	Facilities	98.17
51	Condenser fan motor	Supplyhouse.com	Facilities	470.92
52	Capacitors for HVAC repair	Ferguson	Facilities	101.74
53	Plumbing supplies for projects	The Home Depot	Facilities	399.54
54	Stain for monument	The Home Depot	Facilities	339.76
55	Light bulbs for airfield	Standard Sings Inc	Facilities	798.32
56	Light bulbs for airfield	Standard Signs Inc	Facilities	338.18
57	Pump w/ battery	Zoro Tools Inc	Facilities	740.58
58	Parts	Allied Refrigeration Inc.	Facilities	218.86
59	Parts	Allied Refrigeration Inc.	Facilities	317.41
60	Ceiling lights for office project	Homedepot.com	Facilities	568.10

Visa Breakdown
August 2026
SBIAA

Line	Description	Vendor	Dept.	Amount
61	Trash cans for events	Burrtec Mill st	Facilities	157.50
62	Pumps for evaporative coolers	Allied Refrigeration	Facilities	112.47
63	Cooler parts	The Home Depot	Facilities	352.30
64	Tools	Snap on Tools	Fleet	626.94
65	Parts	Rainbow Bolt	Fleet	56.76
66	Tools	Kennedy Equipment	Fleet	17.04
67	Canam registration	CA DMV	Fleet	77.00
68	Processing fee	CA DMV	Fleet	1.50
69	Parts	Patton	Fleet	104.29
70	Parts	Parts Authority	Fleet	149.71
71	Parts	Parts Authority	Fleet	20.63
72	Parts	O'Reilly	Fleet	21.55
73	Tires	Pete's Road Service	Fleet	514.51
74	Tires	Pete's Road Service	Fleet	498.55
75	Services	Ken Grody	Fleet	420.15
76	Parts	Mar-Co	Fleet	459.17
77	Tools	Home Depot	Fleet	196.95
78	Parts	Fairview Ford	Fleet	996.60
79	Parts	RDO	Fleet	614.14
80	Tools	Ferguson	Fleet	108.75
81	Tools	Snap on Tools	Fleet	984.19
82	Parts	Rainbow Bolt	Fleet	15.06
83	Parts	RDO	Fleet	474.10
84	Services	Garys Viking Tire	Fleet	125.00
85	Tires	Pete's Road Service	Fleet	942.25
86	Tools	Airgas	Fleet	81.80
87	Tools	Kennedy Equipment	Fleet	185.06
88	Parts	Parts Authority	Fleet	430.18
89	Accessories for backflow cage	Home Depot	Grounds	51.25
90	Wire ties for chicken wire project	Diamond Tool Store	Grounds	252.60
91	Seminar fees	Pesticide App Pro Assoc	Grounds	120.00
92	Stencil for parking lot	Stencils Online	Grounds	90.72
93	Irrigation valve & pesticide	Ewing Irrigation Products	Grounds	631.49
94	Repair backflow at JFF	Backflow Parts USA	Grounds	225.15
95	Steel wool pads mice holes in glide slope shed	Home Depot	Grounds	40.18
96	Chain for wash rack at H795	Home Depot	Grounds	43.07
97	Backflow parts replacement	Backflow Parts USA	Grounds	117.45
98	Parts for paint sprayer	San Bernardino Paint	Grounds	580.89
99	Garden hoses	Lowe's	Grounds	172.31
100	Topper for reseeding grass areas	Sunshine Grower's	Grounds	579.64
101	Screws for fishing line project	Lowe's	Grounds	39.85
102	Grass seed and backpack sprayer	Ewing Irrigation Products	Grounds	203.31
103	Squirrel bait restocking	Nutrient Ag Solutions	Grounds	253.19
104	Rivets for traffic sign repair	Traffic Safety Warehouse	Grounds	353.78
105	Bailing wire restocking	DK Hardware Supply	Grounds	85.91
106	2 backpack sprayers restocking	Home Depot	Grounds	195.68
107	Pipe and valves	Ferguson	Grounds	740.40
108	Pipe and valves	Backflow Parts USA	Grounds	56.54
109	Safety Items for team members	Uline	Grounds	719.85
110	Airport compensation survey	ACI-NA	Human Resources	440.00
111	Cloud Server - Agencies' website usage charges, split between servers for each agency $187.40 IVDA (57331 D54000 E110)	DigitalOcean	Information Technology	93.70
112	Software License - Website management software, split between servers for each agency. $107.98 IVDA (57331 D54000 E110)	CPANEL	Information Technology	53.99
113	Software License - Website management software, split between servers for each agency. $107.98 IVDA (57331 D54000 E110)	CPANEL	Information Technology	53.99
114	Route 53 - DNS service for .gov domains	Amazon Web Services	Information Technology	1.03

Visa Breakdown
August 2026
SBIAA

Line	Description	Vendor	Dept.	Amount
115	Streaming service - Concourse cafe TV Content	Sling	Information Technology	71.10
116	Online storage	Apple.com	Information Technology	0.99
117	Fuser replacement for FBO main printer/copier	CDW-G	Information Technology	462.51
118	365 Monthly subscription	Microsoft	Information Technology	75.60
119	Fiber optic cable	Cable & Wireless	Information Technology	302.89
120	Oh Dear - website monitoring service	OH DEAR LIER	Information Technology	28.92
121	Replenish Toll Road account	The Toll Roads of OC	Information Technology	30.00
122	Panduit Fiber Panel - Kelly Space Internet install	Falcon Tech	Information Technology	95.24
123	Communication software as a service	Slack	Information Technology	30.04
124	Domain name renewal	Network Solutions	Information Technology	317.80
125	MS365 monthly subscription	Microsoft	Information Technology	680.40
126	Streaming service - CBP TV Content	Dish Network	Information Technology	119.73
127	Teams audio - monthly subscription	Microsoft	Information Technology	2.63
128	Cloud Server - Agencies' website usage charges, split between servers for each agency $187.40 IVDA (57331 D54000 E110)	DigitalOcean	Information Technology	93.70
129	Leland's Coffee inventory	Sam's Club	Luxivair-SBD	40.44
130	Leland's Coffee inventory	Sam's Club	Luxivair-SBD	79.84
131	Leland's Coffee inventory	Sam's Club	Luxivair-SBD	58.05
132	Leland's Coffee inventory	Sam's Club	Luxivair-SBD	184.75
133	Leland's Coffee inventory	Sam's Club	Luxivair-SBD	101.78
134	Services	BWM Repairs	Luxivair-SBD	750.00
135	Movie streaming for theater	Netflix	Luxivair-SBD	26.99
136	Men's guest restroom repair	Ferguson	Luxivair-SBD	42.83
137	Cable for FBO lobby	Dish	Luxivair-SBD	161.37
138	Promotional giveaway recipient	FedEx	Luxivair-SBD	33.02
139	Storage for social media device	Apple	Luxivair-SBD	0.99
140	Desiccant Cylinder	Aviation Laboratories	Luxivair-SBD	202.67
141	Airfare for Hook 2026 Convention	Southwest Airlines	Luxivair-SBD	575.41
142	Parts	Fleet Services	Luxivair-SBD	51.29
143	Dipped nitrile gloves restock	NIS	Luxivair-SBD	1,076.64
144	Dipped nitrile gloves restock	NIS	Luxivair-SBD	(1,076.64)
145	Dipped nitrile gloves restock	NIS	Luxivair-SBD	999.70
146	Kneeling Pads Parts Trays	Grainger	Luxivair-SBD	300.41
147	Leland's Coffee POS software	Epos	Luxivair-SBD	64.00
148	Hospitality bar restock	Sam's Club	Luxivair-SBD	174.74
149	Hospitality bar restock	Sam's Club	Luxivair-SBD	144.34
150	Subscription for 1800 flowers- Dispute started	1800-Flowers	Luxivair-SBD	32.61
151	Thermal paper	Uline	Luxivair-SBD	136.29
152	Priest	Aviation Laboratories	Luxivair-SBD	2,330.00
153	Catering for directors meeting	Stater Bros	Luxivair-SBD	53.98
154	Catering for directors meeting	Stater Bros	Luxivair-SBD	91.95
155	Catering for N198N	Stater Bros	Luxivair-SBD	149.97
156	Carwash membership for crew car	Quick Quack Car Wash	Luxivair-SBD	8.01
157	Parts	Pape Material	Luxivair-SBD	384.13
158	Parts	VTC	Luxivair-SBD	242.07
159	Services	BWM Repairs	Luxivair-SBD	300.00
160	Parts	VTC	Luxivair-SBD	870.92
161	Marshalling wands	Traffic Safety Store	Luxivair-SBD	110.95

Visa Breakdown
August 2026
SBIAA

Line	Description	Vendor	Dept.	Amount
162	Fuel for crew car	Chevron	Luxivair-SBD	49.41
163	Carwash membership for crew cars	Quick Quack Car Wash	Luxivair-SBD	68.99
164	Movie streaming for theater	Netflix	Luxivair-SBD	26.99
165	Fuel for crew car	Chevron	Luxivair-SBD	58.01
166	Fuel for crew car	Chevron	Luxivair-SBD	93.09
167	Hospitality bar restock	Sams	Luxivair-SBD	187.45
168	Catering for meeting	Panera Bread	Luxivair-SBD	386.63
169	Supplies for Leland's Coffee	Costco	Luxivair-SBD	95.67
170	Inventory for Leland's Coffee	Smart & Final	Luxivair-SBD	167.44
171	Supplies for Leland's Coffee	Smart & Final	Luxivair-SBD	120.34
172	Stickers - FBO giveaway mech	Sticker App	Marketing	905.79
173	Subscription to support content creation	OpenAI	Marketing	480.00
174	Online Courses in support of professional development	Coursera	Marketing	399.00
175	Branded, clear TSA bag for promotional giveaways in support of SBD Airport marketing.	Brillian Swag	Marketing	1,705.49
176	Stock imagery monthly fee	Adobe.com	Marketing	49.99
177	POST Aviation Security School	Ontario International Airport	Security	385.88
178	Motorola remote cabling for security units	Magnum Electronics	Security	150.76
179	Ops office remodel / paint	Lowes	Terminals	58.67
180	Terminal Pour-Away Container repair	Lowes	Terminals	32.28
181	Ops office remodel / paint	Lowes	Terminals	225.46
182	Ops break room repairs	Lowes	Terminals	82.06
183	Office repairs	Lowes	Terminals	58.16
184	Security Desk area improvements	Consolidated Electrical	Terminals	93.16
185	Ops office remodel / paint	Home Depot	Terminals	12.90
186	Terminal restroom repairs	Lowes	Terminals	110.96
187	IT room repair	Allied Refrigeration	Terminals	208.67
188	IT room repair	K&L Hardware	Terminals	16.74
189	Odoban deodorizer refill	Uline	Terminals	211.65
190	Security Desk area improvements	Lowes	Terminals	73.11
191	Small tools	Home Depot	Terminals	159.07
192	Small tools	Lowes	Terminals	441.64
193	Security Desk area improvements	Sherwin Williams	Terminals	127.02
194	Credit card processing fee - parking lot transactions	Windcave		305.00
				56,495.53
	VISA Statement Balance			56,495.53
	Date Prepared: 08/13/2026			

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 4** **PRESENTER: Mark Cousineau, Director of Finance**

SUBJECT: **RECEIVE AND FILE TREASURER'S REPORT FOR JULY 31, 2026 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 July 31, 2026 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 July 31, 2026, for the San Bernardino International Airport Authority. The total book value of cash accounts is $6,124,061.33 on July 31, 2026. Bank statements reflect $6,193,587.74. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items July 31, 2026.

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

Attachments:

1. Treasurer's Report for July 31, 2026

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Treasurer Report

July 31, 2026

Cash	Balance 06/30/26	Activities	Balance 07/31/26
Checking Account - Wells Fargo Bank	$ 3,656,823.25	$ 428,211.19	$ 4,085,034.44
Deposits In Transit:			
Beginning	413.25	(413.25)	-
Ending		15.00	15.00
Outstanding Checks:			
Beginning	(214,004.57)	214,004.57	-
Ending		(69,541.41)	(69,541.41)
Premium Money Market Account - Wells Fargo Bank	802,228.29	327.11	802,555.40
Deposits In Transit:			
Beginning			
Ending			
Payroll Account - Wells Fargo Bank	1,030.28	(1,030.28)	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
Subtotal	4,246,490.50	571,572.93	4,818,063.43
Investments			
Local Agency Investment Funds	368,001.67	3,592.34	371,594.01
Deposits In Transit:			
Beginning			
Ending			
Subtotal	368,001.67	3,592.34	371,594.01
Investments Held With Fiscal Agent			
Debt Service Fund-US Bank-2021A series	154,659.23	96,482.43	251,141.66
Reserve Fund- US Bank 2021A series	550,337.92	1,472.45	551,810.37
Debt Service Fund-US Bank-2021B series	45,191.48	16,467.33	61,658.81
Reserve Fund -US Bank-2021B series	69,606.81	186.24	69,793.05
Subtotal	819,795.44	114,608.45	934,403.89
Total Cash and Investments	$ 5,434,287.61	689,773.72	$ 6,124,061.33

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 requirment for next six month, anticipating operational fund receipts from IVDA.

Mark W. Cousineau

Mark Cousineau, Treasurer

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 5** **PRESENTER: Jonathan Galvan, Airport Manager**

SUBJECT: **APPROVE THE PURCHASE OF ONE (1) FORD EXPLORER FROM FRITTS FORD IN AN AMOUNT NOT TO EXCEED $59,560**

SUMMARY

Staff solicited quotes from four (4) local Ford dealerships for a new Ford Explorer Police Interceptor to support Airport Operations and Federal Aviation Administration (FAA) mandated duties. Fritts Ford provided the lowest responsive quote at $49,559.63. Additionally, the cost of required airfield equipment, radios, and branding will be $10,000, for a total not to exceed amount of $59,560.

RECOMMENDED ACTION(S)

Approve the purchase of one (1) new Ford Explorer Police Interceptor vehicle from Fritts Ford, along with the installation of necessary equipment and branding for a total amount not to exceed $59,560; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this asset purchase was included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2026-27 Budget, Airport Operations (D52200), Budget Class 63, Capital Expenditures in the amount of $60,000 of which $60,000 is available to purchase and prepare the vehicle for service.

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 Airport Operations Department relies on fleet vehicles for daily inspections Federal Aviation Administration (FAA) mandated duties and responsibilities across airport property. To maintain compliance and operational efficiency, staff is requesting the addition of one (1) 2027 Ford Explorer Police Interceptor to the current department fleet.

This specific model was selected because airfield operations require specialized accessories—including aviation radios and emergency light bars—which demand a higher electrical output than standard commercial models.

Staff solicited proposals from four (4) local Ford dealerships: Fairview Ford, Ken Grody Ford, Sunrise Ford, and Fritts Ford. Fritts Ford submitted the lowest responsive quote for the vehicle in the amount of $49,559.63. Outfitting and branding the vehicle will cost approximately $10,000, bringing the total cost to an amount not to exceed $59,560.

Staff requests that SBIAA Commission approve the above recommended action.

Attachments:

1. Quote Summary Sheet
2. Ford Quote

QUOTE SUMMARY SHEET

Agency:	Requester Name:	Date:	Requesting Division:	Attachments (List):	Description of project/reason for PR:
SBIAA	Jon Galvan	6/8/2026	Operations	Sales Quote and emails	OPS will be acquiring a new SUV for their fleet

				VENDOR 1				VENDOR 2				VENDOR 3				VENDOR 4			
				Fairview Ford San Bernardino				Ken Grody Ford Inland Empire				Sunrise Ford of Fontana				Fritts Ford			
DESCRIPTION	BRAND/ITEM SPECS OR EQUIVALENT	QTY	UOM	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H
Ford Explorer	2027 Gas Police Interceptor SUV	1	EA	$45,998.00	$45,998.00	$4,024.83		Unresponsive				Unresponsive				$45,530.00	$45,530.00	$3,983.88	
	Tire fee	1	EA	$8.75												$8.75			
	Elect. File fee	1	EA	n/a												$37.00			
	GRAND TOTALS:					$50,031.58												$49,559.63	

SELCETED VENDOR: VENDOR 4

JUSTIFICATION FOR SELECTED VENDOR:
☐ Lowest overall price
☐ Only vendor that can meet deadline
☑ Only reponsive vendor
☐ Only vendor that carries item(s) needed or equivelant of
Form of communication used to obtain quotes/pricing:

VENDOR INFORMATION:	
Vendor 1 Company Name:	Fairview Ford San Bernardino
Address:	292 N G St, San Bernardino, CA 92410
Contact information:	Teff@fairviewford.com
Vendor 2 Company Name:	Ken Grody Ford Inland Empire
Address:	1121 W Colton Ave, Redlands, CA 92374
Contact information:	Lax@kengrodyford.com
Vendor 3 Company Name:	Sunrise Ford of Fontana
Address:	16005 Valley Blvd, Fontana, CA 92335
Contact information:	mcharland@sunriseford.com
Vendor 4 Company Name:	Fritts Ford
Address:	8000 Auto Dr Riverside, CA 92504
Contact information:	rwiltsey@frittsford.com

Fritts Ford

Quote

DATE August 3, 2026

8000 Auto Center Drive
Riverside,CA,92504
951-353-8800 x-522

PO

Vehicle

Prepared by: **Robert Wiltsey**

Register-Title San Bernardino Int'n Airport Authority
1601 E Third St, San Bernardino, CA 92408
Highland, CA, 92346
Shauntil Carvalho
909.382.4100

Net 30

Inv #

Description					**AMOUNT**
	2027 Ford Interceptor White				
					Each
2027	Ford Interceptor White Gas 3.3L			$	50,845.00
	GPC Discount			$	(3,500.00)
	Fritts Fleet Discount			$	(2,000.00)
	Doc Fee			$	85.00
	Delivery to San Bernardino `			$	100.00
	Sell Price			**$**	**45,530.00**
	Sales Tax			$	3,983.88
	Tire Fee			$	8.75
	Elect File Fee			$	37.00
	OTD Price			**$**	**49,559.63**

I truly appreciate every opportunity to earn your business!

Approved By x____ Date x________________________

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 6** **PRESENTER: Myriam Beltran, Manager of Planning and Programs**

SUBJECT: **AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH CONVERSE CONSULTANTS TO PERFORM A PHASE II ENVIRONMENTAL ASSESSMENT FOR SAN BERNARDINO REGIONAL EMERGENCY TRAINING CENTER (SBRETC), IN AN AMOUNT NOT TO EXCEED $54,925**

SUMMARY

Approval of this item will authorize the award of a Professional Services Agreement with Converse Consultants in an amount not to exceed $54,925 to perform a Phase II Environmental Site Assessment at 2235 Perimeter Road to evaluate potential environmental impacts associated with San Bernardino Regional Emergency Training Center's historical fire-training activities and establish the environmental condition of the site following the expiration of the lease.

RECOMMENDED ACTION(S)

Approve a Professional Services Agreement with Converse Consultants in an amount not to exceed $49,925 to perform a Phase II Environmental Site Assessment at 2235 Perimeter Road, San Bernardino, CA; and authorize the Executive Director to execute all related documents.

FISCAL IMPACT

None. Funding for this professional services agreement is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2026-2027 Budget under the Executive Office (D11000), Budget Class 52, Professional Services in an amount of $1,601,108, of which $1,437,798 is available to fund this $54,925 professional services agreement.

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

BACKGROUND INFORMATION

San Bernardino Regional Emergency Training Center previously leased the property located at 2235 Perimeter Road, San Bernardino, CA. During the tenancy, the site was used for aircraft fire-training activities, including exercises involving the extinguishing of live fires on aircraft.

Following the expiration of the lease, staff recommends conducting a Phase II Environmental Site Assessment (ESA) to evaluate potential environmental impacts associated with the historical fire-training activities and establish the environmental condition of the site prior to property turnover.

Converse Consultants, a California-licensed geotechnical engineering and environmental firm, has provided a proposal to perform the Phase II ESA, which includes targeted environmental sampling, laboratory analysis, and preparation of a report documenting the findings. The proposal also includes a contingency for additional analytical testing, if needed based on the sampling results. The complete Scope of Work is included as an attachment for reference. SBIAA's standard form professional services agreement will be used for this project.

Staff recommends the Commission approve the above recommended action.

Attachments:

1. Converse Consultants - proposal dated 9/9/26

September 9, 2026

Mr. Michael Burrows
Inland Valley Development Agency/San Bernardino International Airport Authority
1601 East 3rd Street
San Bernardino, California 92408

Subject: **PROPOSAL - PHASE II ENVIRONMENTAL SITE ASSESSMENT**
San Bernardino Regional Emergency Training Center (SBRETC)
2235 Perimeter Road
San Bernardino, California
Converse Project No. 16-16-121-00(-16) (Revision #3)

Mr. Burrows:

Converse Consultants (Converse) appreciates the opportunity to provide this proposal to conduct a *Phase II Environmental Site Assessment* (ESA) for the referenced property herein referred to as the Site.

The Site is located on a northcentral portion of the San Bernardino International Airport (SBIA). It is understood that the Site has been used by the County of San Bernardino Fire Department as an Emergency Training Center. Training activities have included the practice of extinguishing live fires on aircrafts. One (1) building is reportedly located on-site.

The SBIAA has requested that Converse provide this proposal to assess the Site for potential impacts associated with the training activities, as the County's lease for the Site is set to expire.

Statement of Objectives

Converse will generally follow the standard practices of the American Society for Testing Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* (ASTM E1903-19). The purpose of conducting the *Phase II ESA* in accordance with ASTM E1903-19 is to acquire and evaluate information sufficient to achieve the objective(s) set forth in the "Statement of Objectives" developed by the Inland Valley Development Agency (IVDA) and San Bernardino International Airport Authority (SBIAA), the *Users,* and Converse.

The objectives of this *Phase II ESA* are to:

1. Evaluate potential environmental concerns in connection with the Site based on our limited understanding of historic and current uses.
2. Identify if potential target analytes are present at concentrations greater than a threshold criteria.

Conceptual Site Model

- **Target Analytes**: Total petroleum hydrocarbons (TPHs), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), herbicides, metals, dioxin, furans and per- and polyfluoroalkyl substances (PFAS).

- **Target Analytes First Entered the Environment**: Target analytes would have first entered the environment from emergency training materials used and activities conducted and left at the Site.

- **Environmental Media and Locations Most Likely to Have the Highest Concentrations of Target Analyses**: The environmental media most likely to have the highest concentrations of target analytes are soil and soil vapor.

Scope of Services

Based on Converse's understanding of the property, and the Client's needs, budget and schedule as presented, the following Scope of Services is proposed:

- **Project Set Up:**
  - Prepare a site specific Health and Safety Plan (HASP).
  - Coordinate access with property owner.
  - Mark proposed borings locations and notify USA to mark potential utility conflicts.
- **Field Activities:**
  Converse is proposing to complete up to 10 borings at various locations across the Site. The borings will be completed to a maximum depth of 15-feet below ground surface (bgs) using direct-push drilling methods.

  Soil samples will be collected from all borings at depths of approximately 1, 3, 5, 10 and 15 feet bgs in acetate sleeves.

  Temporary soil vapor probes will be installed in seven (7) of the borings at depths of 5 and 15-feet bgs for the collection of soil vapor samples. Soil vapor samples will be analyzed from these probes by a mobile laboratory. The soil gas survey will be completed in general accordance with the Advisory-Active Soil Gas Investigations by the California Department of Toxic Substances Control and California Regional Water Quality Control Board, Los Angeles Region, dated July 2015.

Sub-slab vapor probes will also be installed at up to four (4) locations within the footprint of the building. The sub-slab probes will be installed using Vapor Pin technology. The Vapor Pins will be removed after the samples are collected and analyzed by the mobile laboratory.

- **Laboratory Analyses:**

All soil samples will be submitted to a State certified laboratory. All laboratory analysis will be completed on standard turnaround times unless otherwise requested. Samples not initially analyzed will be archived by the laboratory.

Two (2) soil samples per boring will initially be analyzed in accordance with one or more of the following methods (total of 20 samples):

- EPA Method 8260B for VOCs
- EPA Method 8270C for SVOCs

One (1) soil sample per boring will initially be analyzed in accordance with one or more of the following methods (total of 10 samples):

- EPA Method 8015M for TPH as Carbon Chain (TPH-cc)
- EPA Method 6010B/7471A for Title 22 Metals
- EPA Method 8151A for Chlorinated Herbicides
- EPA Method 1633A for PFAS

Up to two (2) soil samples from three (3) borings (6 samples total) will also initially be analyzed in accordance with the following method:

- EPA Method 8290A for dioxins and furans

All soil vapor and sub-slab vapor probes will be sampled and analyzed onsite by a mobile laboratory in accordance with EPA Method 8260 for VOCs and gasoline range hydrocarbons.

- **Report Preparation:**

The results will be presented in a *Phase II ESA Report*. Included in the report will be a summary of the fieldwork and methodologies, as well as a discussion and summary of the analytical results. Converse will also present our conclusions and recommendations for further assessment or remedial activities, if any. Copies of boring location maps, summary tables of sample analytical results, and laboratory analytical reports with chain of custody documentation will be provided in the report. One (1) electronic file (PDF format) of the final document will be provided to the Client.

Our services will be completed under the responsible charge of a California Professional Geologist (PG) or Professional Engineer (PE).

Client Responsibility

For the purposes of this assessment, the Client agrees to provide or obtain unrestricted, safe access and right-of-entry to the subject property for our equipment and personnel. Client also agrees to participate in the formulation of the question(s) to be answered by the Phase II ESA and "Statements of Objectives".

Converse understands that the Client is the only intended user of the document. If it is the intent to have other parties rely on the *Phase II ESA Report*, they must be identified on the *Acceptance of Agreement and Authorization to Proceed* form.

Time Schedule

Converse will begin mobilization within (5) business days of receipt of written authorization to proceed. Written authorization via receipt of a facsimile copy of this proposal is acceptable, provided an original copy is received at Converse's office within three (3) business days.

The fieldwork is anticipated to require one (1) day to complete.

The standard laboratory turnaround time for most analyses (excluding PFAs and dioxins/furins) is seven (7) to 10 business days. The standard laboratory turnaround time for PFAS and dioxins/furins is approximately 30 to 40 business days.

Converse anticipates the *Phase II ESA Report* will be completed within five (5) business days from the receipt of all final analytical reports.

Total project time is estimated to be approximately two (2) to three (3) months.

Fees and Conditions

Converse services will be performed in accordance with the enclosed *General Conditions (GC99-1)* and a *modified Schedule of Fees (MID2026)* which form part of this proposal. Our services are for the sole benefit and exclusive use of the San Bernardino International Airport Authority in accordance with the General Conditions under which these services have been provided.

The cost for the Scope of Services described is as follows:

Labor Includes set up, field, report generation and review, and project management.	$	10,435.00
Analytical Fees Includes one (1) day of mobile lab for soil gas samples; fixed lab for soil samples.	$	21,110.00
Other Expenses Drill rig, field supplies (ice, water, bags), field screening equipment, mileage.	$	8,380.00
Contingency Budget Converse has included a contingency budget for additional analytical testing. This contingency budget will be utilized as necessary. Examples of when the contingency budget would be utilized is when contaminates of concern concentrations increase with depth or if sample results indicate the screening levels have been exceeded. Client will be notified prior to using this budget.	$	15,000.00
Total Probable Cost	***$***	***54,925.00***

The fee for the Scope of Services described herein will be billed on a time and materials basis. Payment terms are net 30 days.

Written authorization will be required to initiate our services. This proposal expires 60 days from its issuance, if not accepted within that time.

If hard copies of the report are requested in addition to the PDF file there will be an additional charge of *$550.00* for each report. Additional professional services, including revisions to the scope of services, meetings, consultation with other parties, composition of reliance letters, detailed cost estimates or Phase II scopes of work are not included in the standard fee. Requested additional services can be provided on a time-and-materials basis.

This assessment will be performed in general accordance with the generally accepted professional environmental principles and practice of like firms in the local area of our practice. Converse makes no other warranty, either express or implied.

It should be recognized that this proposal and its scope of work are proprietary in nature, and as such, may not be used as a specification or bidding document for and/or by others without the express prior written consent of Converse.

The boring locations and actual samples to be analyzed may differ than what is stated in the Scope of Services depending on field conditions. In the event that conditions are encountered that are significantly different than those anticipated, services not specifically proposed herein may be required in order to achieve the objective of this assessment. Converse will not proceed with these unanticipated services without receipt of a written authorization and agreement to the additional services. In the event that the scheduled Scope of Services cannot be performed due to circumstances beyond our reasonable control, the Client will be responsible for the labor and equipment cost incurred.

The soil borings will be backfilled with hydrated bentonite chips. As a result, the surface may settle or bulge over time. We recommend the owner monitor the boring sites and address any mounding or settlement depressions that might occur to prevent trip and fall injuries from occurring near the backfilled boring locations.

The above Scope of Services assumes that any utilities existing in the general area of the proposed work will not limit or be affected by investigative activities. Please note that performing the borings and moving exploration equipment to the test boring locations may cause damage to existing lawns, pavements and vegetation. Converse will make every reasonable effort to limit damage. However, this proposal does not include any services for work required to restore the Property to its original condition, including backfilling of settled area, seeding, sodding, landscaping, repaving, or repair of underground piping and utilities.

The Client is responsible for providing information to Converse about intra-site utilities including sewers. Converse is not responsible for damages to underground or aboveground utilities. Converse will not be responsible for cracking, settling, and/or damage to surrounding ground cover, landscaping and/or structures/features as a result of assessment activities. Client acknowledges the act of drilling may affect, alter or damage the site, terrain, vegetation and or building, structures and improvements at, in or upon the site. Client accepts such risk. Converse will not be responsible for the cost of any required repair or restoration.

If third party reliance requirements change, Client agrees with Converse that, to be valid, such request must be received within 180 days of the date of submission indicated on the title page of referenced report. Client and Converse also agree to the following:

- Reliance must be authorized through Converse's standard reliance agreement.
- The party seeking reliance must agree to accept the same terms and conditions Client accepted.

- The third party must agree to abide by the same qualifications and limitation contained in any of Converse's instruments of professional service.
- Client and/or third party must pay a reliance fee of $1,250 (one thousand two hundred fifty dollars) that considers the additional administrative burdens, increased costs incurred and risk assumed by Converse.

Closure

Thank you for this opportunity to be of service. Should you have questions regarding this proposal, please contact either Michael Van Fleet at (626) 930-1267 or Laura Tanaka at (626) 930-1261. If it is acceptable as written, please approve and forward one signed copy of this proposal to Converse's office.

CONVERSE CONSULTANTS

Michael Van Fleet, PG	Laura Tanaka
Principal Geologist	Principal Environmental Scientist

Attch: General Conditions (GC99-1)
Schedule of Fees (MID2026)

Dist: 1/Addressee via Electronic Mail

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED[1]	
Firm Name:	(Client)[2]
By:	(Print Name)
	(Signature)
Title:	Date:
Telephone No. ( )	Fax No. ( )
Email Address:	
P.O. No./Billing Instructions[3]:	
Identification of Requested Other Relying Parties (Include names, addresses, telephone no.):	

[1] Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

[2] Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

[3] Converse has been informed by the Client that this is not a prevailing wage project as determined by local Labor Code. In the event it is later determined that this project is subject to prevailing wages, our fees will be adjusted retroactively to project inception in accordance with Converse's Prevailing Wage Fee Schedule.

CONVERSE CONSULTANTS
General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.

b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.

c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator.
In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect of invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

CONVERSE CONSULTANTS
Schedule of Fees
Environmental Personnel

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through January 31, 2027.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Professional Services (field and office)

Staff Professional	$115
Senior Staff Professional	$125
Project Professional	$137
Senior Professional	$155
Principal Professional	$187
Principals/Consultants	$197

Office Support

Clerical/Word Processing	$82
Drafting	$90
CAD Operator/Drafting Manager	$92

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting vacation or sick leave within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living away from a principal office are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 7** **PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission**

SUBJECT: APPROVE MEETING MINUTES: AUGUST 26, 2026

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, August 26, 2026.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held August 26, 2026.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

None.

Attachments:

1. August 26, 2026 regular meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, AUGUST 26, 2026

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	Present
Councilmember John Echevarria (alt)	Present (In Audience)
City of Loma Linda	
Councilmember Rhodes Rigsby	Present
Mayor Phillip Dupper (alt)	Present (In Audience)
County of San Bernardino	
Supervisor Joe Baca, Jr., Vice President	Present
Supervisor Dawn Rowe (alt)	Absent
City of San Bernardino	
Councilmember Kim Knaus	Present
Councilmember Theodore Sanchez, Secretary	Present
Councilmember Fred Shorett (alt)	Present (In Audience)
City of Highland	
Mayor Penny Lilburn, President	Present
Mayor Pro Tem Jimmy Saldana (alt)	Present (In Audience)
Staff Members and Others Present	
Michael Burrows, Chief Executive Officer	Catherine Pritchett, Director of Administration
Mark Gibbs, Director of Aviation	Mitch Dattilo, Airport Security Manager
Jeff Barrow, Director of Development	Wendy McConaughey, FBO Manager
Mark Cousineau, Director of Finance	Jonathan Galvan, Airport Manager
Jillian Ubaldo, Assistant Secretary of the Commission	Scott Huber, Legal Counsel, Cole Huber LLP

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Penny Lilburn at approximately 5:02 p.m. on Wednesday, August 26, 2026.

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. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

C. CONFLICT OF INTEREST DISCLOSURE

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

   There were no conflicts noted.

D. INFORMATIONAL ITEMS

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

2. Informational Items
   a. Chief Executive Officer's Report
   b. Hydrogen Project Update
   c. GovDeals Surplus Update of Surplus Sold Items
   d. Airport Gateways Update

2a. Mr. Michael Burrows, Chief Executive Officer, announced that Catherine Pritchett, Director of Administration, has assumed additional responsibilities related to government affairs. To reflect these responsibilities, her title has been changed to Director of Administration and Government Affairs.

2b. Mr. Michael Burrows, Chief Executive Officer, provided an update regarding the hydrogen company's plans to establish an office. The permitting process is still underway. The company is scheduling a visit to attend a Commission meeting and respond to any questions that Commission members may have.

2c. Mr. Jonathan Galvan, Airport Manager, reported that, at the end of May of this year, with approval from the Commission, a surplus property list was posted on GovDeals.com. Following the close of bidding on June 23, 28 of the listed items were sold. As a result, the Airport generated $38,821 in revenue and gained additional storage space.

Mr. Galvan also reported that the Airport recently underwent its annual FAA certification inspection. During the inspection, he discussed various areas reviewed by the FAA as part of the requirements for maintaining the Airport's Part 139 certification on an annual basis. He was pleased to report that the inspection went well, with no significant issues identified, and that the Airport is expected to receive its renewal of certification.

2d. Ms. Catherine Pritchett, Director of Administration and Government Affairs, shared that enhancing the gateways surrounding the Airport has been a priority for the Commission and staff. She reported that, on August 5, the City of San Bernardino approved a 25-year license agreement, with two 10-year extension options, for property located on the east side of the Airport. The Development Department is currently working on plans for a drought-tolerant landscape and an attractive monument to welcome visitors to the Airport.

E. <u>OPEN SESSION PUBLIC COMMENT</u>

There were no public comments.

F. <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 June 2026
4. Register of Demands for July 2026
5. Receive and file Treasurer's Report for May 31, 2026, for the San Bernardino International Airport Authority (SBIAA)
6. Receive and file Treasurer's Report for June 30, 2026, for the San Bernardino International Airport Authority (SBIAA)
7. Authorize Staff to Advertise a Request for Proposal (RFP) for maintenance and inspection services of San Bernardino International Airport Authority (SBIAA) owned hangar deluge fire suppression systems
8. AUTHORIZE Staff to Advertise a Request for Proposal (RFP) for the provision of janitorial services for fifteen (15) San Bernardino International Airport Authority (SBIAA) owned facilities
9. Approve the filing of a Notice of Completion with Sully-Miller Contracting Company for the Reconstruct Portion of Taxiway "A" Project and authorize the release of retained funds
10. Consider and Adopt Resolution No. 2026-03 of the San Bernardino International Airport Authority (SBIAA) amending its Conflict of Interest Code and authorizing submission of the amended Conflict of Interest Code and 2026 Local Agency Biennial Notice to the County of San Bernardino
11. Approve Meeting Minutes: June 24, 2026

<u>ACTION:</u> Approve Agenda Item Nos. 3–11

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

G. <u>COMMISSION ACTION ITEMS</u>

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

12. Conduct elections of President, Vice-President, and Secretary for the San Bernardino International Airport Authority (SBIAA) for the term commencing retroactively July 1, 2026, through June 30, 2027

Ms. Jillian Ubaldo, Assistant Secretary of the Commission, called for nominations for the office of President, Vice-President, and Secretary.

President Lilburn called nominations for the office of President. Mayor Navarro nominated Supervisor Joe Baca Jr. Councilmember Rigsby seconded the nomination.

Councilmember Sanchez called for a slate nomination consisting of Supervisor Joe Baca, Jr. for President, Mayor Penny Lilburn for Vice-President, and Councilmember Kim Knaus for Secretary. He noted that, as President, President Lilburn would have the discretion to determine which nomination would be considered first.

President Lilburn elected to separate the office of President for consideration and voting. There being no further nominations forthcoming, President Lilburn called for a vote of the Commission.

<u>ACTION:</u> Elect Supervisor Joe Baca Jr to the office of President for the term commencing retroactively July 1, 2026, through June 30, 2027.

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

President Baca proceeded with the remaining slated nominations for Vice President and Secretary. At this time, Councilmember Rigsby nominated Mayor Frank Navarro for Vice President and Councilmember Kim Knaus for Secretary. The nomination failed due to a lack of a second. There being no further nominations forthcoming, President Baca called for a vote by the Commission on the proposed slate.

<u>ACTION:</u> Elect Mayor Penny Lilburn to the office of Vice-President and Kim Knaus to the office of Secretary for the term commencing retroactively July 1, 2026, through June 30, 2027.

RESULT:	**ADOPTED**
MOTION/SECOND:	Sanchez / Baca
AYES:	Lilburn, Baca, Sanchez, and Knaus
NAYS:	Navarro and Rigsby

ABSTENTIONS:	None
ABSENT:	None

13. APPROVE the form of an Employment Agreement with Michael Burrows to serve in the capacity of Chief Executive Officer

Mr. Scott Huber, Legal Counsel, presented a brief report on Agenda Item No. 13.

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

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

14. Approve the purchase of two (2) Ford Explorer Police Interceptors in an amount not to exceed $120,008.05

Mr. Mitch Dattilo, Airport Security Manager, presented a brief report on Agenda Item No. 14.

ACTION: Approve the purchase contract with Fairview Ford for two (2) new Ford Explorer Hybrid Police Interceptor vehicles, along with the installation of necessary equipment and branding for a total of $120,008.05; and authorize the Chief Executive Officer to execute all related documents.

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

15. Award a construction contract to Geo Paving and Sealcoating, Inc. in an amount not to exceed $129,900 for the IRP 2 Landfill Surface Repair (Phase II) Project

Mr. Jeff Barrow, Director of Development, presented a brief report on Agenda Item No. 15.

ACTION: Award a construction contract to Geo Paving and Seal Coating, Inc., in an amount not to exceed $129,900 for the IRP 2 Landfill Surface Repair (Phase II) Project; and authorize the Chief Executive Officer to execute all related documents.

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

16. Approve a professional services agreement with JR Miller and Associates, Inc. in an amount not to exceed $217,129 for the Phase II — SBD Above and Beyond Project

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

ACTION: Approve a professional services agreement with JR Miller and Associates, Inc. for the Phase II — SBD Above and Beyond Project in an amount not to exceed $217,129; and authorize the Chief Executive Officer to execute all related documents.

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

17. Approve Nuckles Oil Company, Inc. DBA Merit Oil Company as the service provider of gasoline and red-dye diesel in an amount not to exceed $265,000 during FY 2026-27

Mr. Wendy McConaughey, FBO Manager, presented a brief report on Agenda Item No. 17.

ACTION: Approve certain Professional Services Agreements for Fiscal Year 2026-2027; and authorize the Chief Executive Officer to execute all related documents.

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

18. Approve an agreement with Visible Intellect, LLC for a Motorola Unity Access Control System for an amount not-to-exceed $65,402

Mr. Mark Dennis, IT Manager, presented a brief report on Agenda Item No. 18.

ACTION: Approve an agreement with Visible Intellect, LLC for the purchase and integration of a Motorola Unity Access Control System in the not-to-exceed amount of $65,402, comprised of $62,288 for the integration services and software agreement and a $3,114 contingency for any unforeseen conditions; and authorize the Chief Executive Officer to execute all related documents.

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

Let the record reflect that President Joe Baca Jr recused himself prior to discussion on Agenda Item No. 19

19. Approve the form of a license agreement with the San Bernardino County Fire Protection District for interim use of the former San Bernardino Regional Emergency Training Center facilities

Mr. Michael Burrows, Chief Executive Officer, presented a brief report on Agenda Item No. 19.

ACTION: Approve the form of a license agreement with the San Bernardino County Fire Protection District for interim use of the former San Bernardino Regional Emergency Training Center facilities subject to technical and conforming changes as approved by counsel; and authorize the Chief Executive Officer to execute all related documents.

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

20. Authorize the acceptance of a grant from the County of San Bernardino for certain airport improvements

Mr. Michael Burrows, Chief Executive Officer, presented a brief report on Agenda Item No. 20.

President Joe Baca Jr thanked his colleagues on the Board of Supervisors for their continued support and for making a second consecutive investment in efforts to improve and enhance the Airport.

ACTION: Authorize the acceptance of a grant from the County of San Bernardino for certain airport improvements; and authorize the Chief Executive Officer to execute all related documents.

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

21. Award a contract to Aeropro, MRO SBD to tear-down and dispose of two (2) Boeing 727 Aircraft in an amount not to exceed $130,000

Mr. Mark Gibbs, Director of Aviation, presented a brief report on Agenda Item No. 21.

ACTION: Award a contract to Aeropro, MRO SBD for the complete tear-down and disposal of two (2) Boeing 727 aircraft; and authorize the Chief Executive Officer to execute all related documents.

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

22. Consider and discuss the SBD Good Neighbor Program second quarter 2026 Report

Mr. Mark Gibbs, Director of Aviation, introduced Ms. Rosemary Barnes of Aviatrix, who provided a brief presentation regarding Agenda Item No. 22.

President Baca Jr inquired how the City of Victorville could experience noise complaints given its distance from the Airport.

Mr. Gibbs explained that the perception of aircraft noise can vary significantly among individuals and that noise complaints may originate from communities located at greater distances from the Airport. He noted that such complaints can be influenced by an individual's sensitivity to, or concerns regarding, aircraft operations.

Vice-President Lilburn inquired whether the drone related complaints received were associated with personal or commercial drone operations.

Mr. Michael Burrows, Chief Executive Officer, noted that the drones involved in the complaints are privately operated. He further reported that Mr. Mitch Dattilo, Airport Security Manager, is leading the Airport's Counter UAS initiative with assistance from the UAS Center at SBD. Mr. Burrows explained that, given the highly regulated nature of drone operations, the initiative is intended to provide greater visibility into drone activity, including identifying the aircraft's registration information, monitoring battery life and flight patterns, and reporting relevant information to the appropriate federal authorities, including the U.S. Air Marshals.

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

23. Review San Bernardino International Airport Authority (SBIAA) Business Plan Priorities

Mr. Michael Burrows, Chief Executive Officer, presented a brief report on Agenda Item No. 23.

President Baca Jr emphasized the importance of expanding and enhancing passenger services at the Airport and requested that staff continue to keep the Commission informed of related developments and progress.

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

24. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through December 31, 2026

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "August, 2026 – Airport Focal Areas" (as contained on pages 232-234 in the agenda packet). Mr. Burrows noted that August was a particularly busy month for the Airport and that he and Mr. Mark Gibbs dedicated significant effort toward enhancing grid resiliency and preparing the Airport for future needs. He further noted that September is expected to be an active month with several construction activities underway and looks forward to providing the Commission with an update at the next meeting.

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

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

There were no items to be added or deferred.

I. CLOSED SESSION PUBLIC COMMENT

There were no closed session public comment.

J. LEGAL COUNSEL RECITES CLOSED SESSION ITEMS / RECESS TO CLOSED SESSION

Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, read the closed session items as posted on the Agenda.

K. CLOSED SESSION

President Joe Baca Jr recessed to closed session at 5:52 p.m.

a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 Property: 105 North Leland Norton Way, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Lui, Transportation Security Administration (TSA)

b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 Property: 2235 East Perimeter Road, San Bernardino CA 92408
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Kevin Horan, SBRETC

c. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: In re Thunder International Group, Inc., U.S. Bankruptcy Court for the District of New Jersey, Case No. 25-15229 (JKS)

d. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: 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

e. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d) – significant exposure to litigation: two cases

L. REPORT ON CLOSED SESSION / RECONVENE TO OPEN SESSION

President Joe Baca Jr reconvened the meeting at 6:17 p.m. President Joe Baca Jr asked Mr. Scott Huber, legal Counsel, Cole Huber, LLP, if there were any reportable items Mr. Huber reported that there were none.

M. COMMISSION MEMBER COMMENT

There were no commission member comments.

N. ADJOURNMENT

There being no further business before the Commission, President Penny Lilburn declared the meeting adjourned at 6:18 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, September 23, 2026.

____

Jillian Ubaldo
Assistant Secretary of the Commission

8

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 8** **PRESENTER: Mark Cousineau, Director of Finance**

SUBJECT: **CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2026-2027**

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 2026-2027.

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 2026-2027 Budget, if approved, would be a net decrease in budgetary income of $166,559.

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 24, 2026, the San Bernardino International Airport Authority (SBIAA) Commission adopted the SBIAA Budget for Fiscal Year 2026-2027. 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 increase of $166,559 in budgetary expenses that will be funded through cash on hand, new revenues, and other resources.

A $741,559 increase in budgetary expenses is comprised of a $75,000 increase for professional environmental services to prepare for hydrogen production and generation facility on vacant land (Project No. 26s095-01) and a $666,559 increase in the SBD Above & Beyond restaurant estimated project costs (Project No. 26s095-01) based on updated design and construction value engineering estimates.

A $575,000 increase in budgetary revenues is comprised of $75,000 of lease and license revenue from the Hydrogen Production/Generation project (Project No 26s095-01) and $500,000 increase in contributions from Above & Beyond partners.

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

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
FY 2026-2027 Proposed Budget Adjustments
September 2026

PROPOSED BUDGET ADJUSTMENTS TABLE

Proposed Adjustments		Budget Class	Approved Budget	Proposed Adjustments	Adjusted Budget
Expenditures & Transfers Out					
A	Development	63 - CIP Project 26s095-01 Hydrogen Production/Generation	-	75,000	75,000
B	Development	63 - CIP Project 26s072-01, SBD Above & Beyond	5,706,018	666,559	6,372,577
		Increase (Decrease) in expenditures & transfers out		741,559	
Revenues & Transfers In					
A	Property Management	44 - Land & Non-Terminal Facility Leases and Licenses	14,556,501	75,000	14,631,501
B	Aviation	49 - Contributions	5,814,315	500,000	6,314,315
		Increase (Decrease) in revenues & transfers in		575,000	
		Net Budget Adjustment, Expenses in Excess of Revenues		$ (166,559)	

A Zero-dollar net change. The capital outlay for the for the Hydrogen Production/Generation project is part of SBD's Green Energy Element Plan. The project will be located on a 2-acre island of land accessible via the Central Avenue driveway between the airfield and third-party properties on 3rd Street. Photovoltaic energy generation will also be included in the project by using an easement on the slopes of the landfill. This project will produce hydrogen for sale to transit agencies, utilities, other agencies, or for power generation on the airport.

B $166,559 net increase in the construction budget for the Above & Beyond project comprised of a $666,559 increase for value engineered construction costs that is offset by $500,000 increase in estimated contributions from project partners. Approximately $300,000 of the proposed adjustment is from incurred costs for the initial design, value engineering, and updating of the Above & Beyond design plans. The net increase of $166,559 will be funded with new and existing resources.

Staff recommend that the Commission approve the above recommended action.

Attachments:

1. None

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 9** **PRESENTER: Myriam Beltran, Manager of Planning and Programs**

SUBJECT: AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH TOM DODSON & ASSOCIATES TO PREPARE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) DOCUMENTATION FOR THE HYDROGEN PROJECT, IN AN AMOUNT NOT TO EXCEED $75,000

SUMMARY

Approval of this item will authorize the award of a Professional Services Agreement with Tom Dodson & Associates in an amount not to exceed $75,000 to prepare CEQA documents for the proposed hydrogen project. The CEQA review will evaluate the potential environmental impacts of the proposed project and identify any measures needed to avoid or reduce those impacts.

RECOMMENDED ACTION(S)

Approve a Professional Services Agreement with Tom Dodson & Associates in an amount not to exceed $75,000 to prepare CEQA documents for the proposed Hydrogen Project; and authorize the Executive Director to execute all related documents.

FISCAL IMPACT

None. Funding for this professional services agreement is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2026-2027 Budget, Executive Office (D11000), Budget Class 52, Professional Services in the amount of $1,601,108 of which $1,382,873 is available to fund these services, including $75,000 allocated for this professional services agreement.

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

BACKGROUND INFORMATION

In recent years, Staff has been exploring the opportunity to develop a hydrogen production facility on the northeast end of the airport. The project is intended to provide a full range of hydrogen energy services, including hydrogen production and generation, hydrogen compression and transfer systems, hydrogen refueling and dispensing systems, and hydrogen fuel cells. On May 27, 2026, SBIAA entered into a lease agreement with Total Hydrogen Development (THD), which will lease the land and develop and operate the facility.

Before the project can move forward, the San Bernardino International Airport Authority (SBIAA) must complete the applicable environmental reviews under CEQA. The environmental review will evaluate the project's potential environmental impacts and identify appropriate measures to avoid or reduce those impacts.

Staff recommends retaining Tom Dodson & Associates (TDA) to prepare the CEQA documentation based on the firm's extensive expertise with the airport and familiarity with the project. An amount not to exceed $75,000, based on anticipated time and charges, is requested to initiate the environmental review and support the agency through the CEQA process. Actual costs will be based on the level of effort required for applicable technical studies and shall not exceed the authorized amount without prior approval.

Upon approval, staff will work with TDA to complete the environmental review and return to the Commission for any future actions that may be required as the project moves forward. SBIAA's standard form professional service agreement will be used for this project.

Staff recommends the Commission approve the above recommended action.

Attachments:
1. Site Map
2. Standard Form Professional Services Agreement

Site Map


JC's Auto Repair
E 3rd St
3rd St
Flexport LAX1 Fulfillment Center
W St
Victoria Ave
U St
World Wide Wings
SBD General Aviation
759 ft
N
Google Earth

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES
[TOM DODSON & ASSOCIATES]

This AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement" or "Contract") is made and entered into as of **September 24, 2026** by and between the **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY** ("SBIAA"), a joint powers authority created pursuant to Government Code Sections 6500, et seq., and **TOM DODSON & ASSOCIATES** (the "Consultant"). SBIAA and the Consultant are jointly the "Parties," and each entity is separately a "Party," to this Agreement.

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

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

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date first appearing in this Agreement and will terminate on **June 30, 2027** or upon the completion of the work described in the Scope of Services, whichever occurs first, unless earlier terminated, as provided in this Agreement.

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

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

4. PAYMENT BY SBIAA FOR WORK PERFORMED BY CONSULTANT.

A. The SBIAA shall compensate the Consultant for the performance of the work as described in the “Scope of Services and Fees”, Exhibit “A”, in an amount not-to-exceed **Seventy Five Thousand Dollars ($75, 000)** as detailed in Exhibit A.

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

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

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

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

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

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

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

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

7. INDEMNIFICATION AND DEFENSE.

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

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

C. The indemnification provided by the Consultant may not be construed or interpreted as in any way restricting, limiting, or modifying Consultant's insurance obligations or other obligations under this Agreement and is independent of the such insurance obligations and other obligations. Compliance by the Consultant with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit, or modify its indemnification obligations under this Agreement.

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

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

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

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

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

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

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

D. Consultant shall maintain liability insurance written on an "occurrence" policy form, covering personal and bodily injury, death and property damage, arising out of or relating to services provided by Consultant under this Agreement, with single limit coverage of at least $5,000,000 per occurrence with an aggregate limit of at least $5,000,000. Such policy of liability insurance shall name the SBIAA its officers, officials, employees, and agents as additional insureds and such liability insurance policy shall not contain any intra-insured exclusions as between insured persons or organizations. The liability coverage shall include all coverage typically provided by a Broad Form Comprehensive General Liability Endorsement and shall further include contractual liability coverage.

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

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

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

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

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

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

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

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

9. <u>OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION</u>. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall not be subject to copyright in the United States or any other country, and will be available for

examination by the public, and shall be the property of SBIAA, as of the time of their preparation and upon payment by the SBIAA, and shall be delivered to SBIAA upon written request to the Consultant.

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

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

12. DEFAULT AND REMEDIES.

A. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

B. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

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

1. Perform the services within the time specified in this contract or by SBIAA approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

H. The Consultant may terminate this Agreement in whole or in part, if SBIAA:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

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

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

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

13. TERMINATION OF AGREEMENT FOR CONVENIENCE

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

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

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

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

14. NOTICES. All notices shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by mail shall be deemed effective on the third business day following the deposit of the notice with the United States Postal Service. This Section 14 shall not prevent the Parties from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice to such Party.

CONSULTANT: Tom Dodson & Associates
PO Box 2307
San Bernardino, CA 92406-2307
Attention: Mr. Tom Dodson

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

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

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

17. SEVERABILITY. Each section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or its application to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

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

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

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

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

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

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

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

26. CONFLICTS OF INTEREST.

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

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

27. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the SBIAA and the Consultant for the services set forth in Exhibit "A" or any similar or related services. The SBIAA may, during the term of this Agreement, contract with other consultants for the performance of the same, similar or related services as those that may be

performed by the Consultant under this Agreement. This Agreement only sets forth the terms upon which any such services will be provided to the SBIAA by the Consultant, as set forth in this Agreement.

28. 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 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 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 "Consultantr"), agrees as follows:

1. Compliance with Regulations. The Consultant ill 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.

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

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

30. 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.

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.

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.

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.

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.

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

31. <u>ACCESS TO RECORDS AND REPORTS</u>. The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the SBIAA, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

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

33. <u>TRADE RESTRICTION CERTIFICATION</u>. 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.

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.

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.

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.

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.

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.

This certification is a material representation of 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.

34. 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.

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.

35. 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

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

(a) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

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

Term Definitions

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

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

38. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

39. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

40. TEXTING WHEN DRIVING. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

41. FAA GRANT ASSURANCES. The FAA grant assurance covenants as are hereby made applicable to the Consultant for all work and services performed by the Consultant as set forth in the "Scope of Services".

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

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

____
(initial here)

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

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

____
(initial here)

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

duties of third party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

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

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

The Consultant shall further defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents, for any and all violations by the Consultant regarding FPPC reporting compliance requirements that result in any liability or financial loss to the SBIAA, its officers, employees, representatives, and agents, by reason of the failure of the Consultant to comply with the provisions of this Section 45, including staff costs, attorney fees and any and all other costs as may be incurred by the SBIAA, its officers, employees, representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Consultant.

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

____
(initial here)

45. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

46. 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.

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

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.

48. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS).

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

SAN BERNARDINO INTERNATIONAL
AIRPORT AUTHORITY,
a joint powers authority

Date: ____________________ By: ____________________________
Michael P. Burrows
Chief Executive Officer

ATTEST:

By: _______________________
Assistant Secretary of the Commission

Approved as to form and legal content:

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

By:________________________________
Michael Lewin

TOM DODSON & ASSOCIATES

Date: ____________________ By: ___________________________

EXHIBIT A

SCOPE OF SERVICES AND FEES

- As directed by staff members set forth in Exhibit B, or their designees, Consultant shall provide services relating to environmental issues for the preparation, development, circulation, and processing of a suitable environmental document to comply with the California Environmental Quality Act (CEQA) in furtherance of the SBIAA Hydrogen Project, as more fully set forth in the attached **Exhibit A-1**.

EXHIBIT A-1

Tom Dodson & Associates (TDA) will continue to provide environmental and regulatory consulting services to the Inland Valley Development Agency (IVDA) and the San Bernardino International Airport Authority (SBIAA).

TDA's historic scope of services has encompassed providing environmental and regulatory consulting services to solve individual environmental problems as they have arisen over the years. Thus, one year the focus may be on review and adoption of the Trade Center Specific Plan and another year the focus may be on the Conservation Management Plan required to obtain title to the remaining Air Force property awaiting public benefit transfer to the SBIAA. The work the TDA performs for the agencies can be summarized as follows:

1. Oversee compliance with the California Environmental Quality Act (CEQA) for agency projects.
2. Provide advice and technical support for solving environmental issues/problems confronted by the agencies. Current issues being managed by TDA include: Conservation Management Plan; proposed critical habitat for the San Bernardino Kangaroo Rat; oversee the Emission Reduction Credits obtained from the Air Force; assist with resolution of DTSC land use issues; interface with the Airport on federal grant programs and compliance with the National Environmental Policy Act (NEPA); and many others.
3. Provide support to legal counsel for implementing legal agreements with other agencies and leases issued by both agencies where environmental issues must be addressed.
4. Interface with other agencies, particularly the City of San Bernardino, in implementing ongoing operations and maintenance issues on behalf of the IVDA and SBIAA.
5. Assist with acquisition and compliance with regulatory permits, such as the stormwater discharge permits from the Airport.
6. Other environmental duties as may be assigned by the Chief Executive Officer or the SBIAA Commission.

Several of the activities identified above require ongoing commitments of TDA's support for Staff. Others are raised *ad hoc* and are addressed on a case-by-case basis. The level of effort has varied for the agencies each year, with our heaviest work load being performed for the IVDA one year and SBIAA the next. To date, TDA has been successful in all of the consulting support provided to the IVDA and SBIAA and it is our goal to continue providing ongoing support services that fully meet the objectives of both agencies.

EXHIBIT B

SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer
Director of Aviation
Manager of Planning & Programs
Assistant Secretary of the Commission (relating to records production, recordkeeping, political contributions, Form 700 compliance, etc., only)

10

	TO: San Bernardino International Airport Authority Commission **DATE: September 23, 2026** **ITEM NO: 10** **PRESENTER: Jeff Barrow, Director of Development**

SUBJECT: **AWARD A CONSTRUCTION CONTRACT TO BOGH ENGINEERING, LLC IN AN AMOUNT NOT TO EXCEED $6,372,577 FOR THE PHASE II — SBD ABOVE AND BEYOND PROJECT**

SUMMARY

The award of this construction contract would authorize Bogh Engineering, LLC to provide design-build construction services for Phase II of the SBD Above and Beyond Project.

RECOMMENDED ACTION(S)

Award a construction contract to Bogh Engineering, LLC, in an amount not to exceed $6,372,577 for the Phase II — SBD Above and Beyond Project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this construction contract is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2026-2027 Budget, as adjusted, as a Capital Improvement Project, Project Number – 26s072-01 – SBD Above and Beyond in the amount of $6,372,577, all of which is allocated to this contract.

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

10

BACKGROUND INFORMATION

On May 27, 2026, the San Bernardino International Airport Authority (SBIAA) entered into an agreement with Bogh Engineering, LLC. for Phase I of the SBD Above and Beyond Project, to complete value engineering and permitting services under a special district design-build project delivery model. Such services have been professionally and timely provided thus far, and we are now at a stage to move onward with the Phase II construction portion.

The Engineer of Record, JR Miller & Associates, Inc. has completed the plans and specifications for the project. The project is now entering its second phase, the construction phase. In accordance with their design-build contract, Bogh Engineering, LLC. will perform the construction portion of the project. The construction scope will include all structural, electrical, mechanical, plumbing, architectural finishes, elevator improvements, and associated work necessary to complete the project in accordance with the approved plans and specifications.

Approval of this item would allow Bogh Engineering, LLC to provide construction services to complete a building addition to the International Arrivals Facility, that will enhance the restaurant, retail, and services amenities at SBD.

SBIAA's standard form design-build construction contract will be used for this project.

Staff recommends the Commission approve the above recommended actions.

Attachments:

1. Site Map
2. Contractor's Proposal

SITE MAP


SITE LOCATION
Perimeter Rd
EJM, Executive Jet Maintenance
ChargePoint
Turbo Tire Shop
Tire shop
Shirley Ave
3rd St
N Leland Norton Way
275
Daisy's Hope Foundation Pet Resource Center
Temporarily closed

BOGH Engineering

Employee Owned

401 West 4th Street, Beaumont CA 92223
Ph: (951) 845-4607 Fax (951) 845-3106

September 15th, 2026

Guaranteed Maximum Price (GMP) Design-Build Proposal with VE Offerings
SBD Above & Beyond Project

Bogh is pleased to submit this Guaranteed Maximum Price ("GMP") Proposal for the SBIAA Above and Beyond This GMP has been developed based upon the contract documents, drawings, specifications, addenda, clarifications, and other information identified herein, together with subcontractor and supplier pricing received through the procurement process.

The proposed GMP represents our current understanding of the complete scope of work necessary to construct the Project in accordance with the referenced contract documents, subject to the qualifications, clarifications, allowances, exclusions, and assumptions specifically identified within this proposal.

Line Item	Description	Amount
1	Design Build Fee	$350,000
2	General Conditions	$173,000
3	Overhead	$158,000
4	Supervision	$241,200
5	Division 2 – Demolition	$177,800
6	Division 3 – Concrete	$419,500
7	Division 5 – Structural Steel & Metals	$549,300
8	Division 6 – Wood, Plastics & Composites	$98,250
9	Division 7 – Thermal & Moisture Protection	$597,300
10	Division 8 – Openings	$544,310
11	Division 9 – Finishes	$1,180,685
12	Division 10 – Specialties	$40,500
13	Division 14 – Conveying Systems	$245,775
14	Division 21 – Fire Suppression	$248,600
15	Division 22 – Plumbing	$378,905
16	Division 23 – Mechanical/HVAC	$225,000
17	Division 26 – Electrical	$565,000
18	Division 32 – Exterior Improvements/Landscape	$220,000
19	Struxure Pergola System	$578,382
20	Roof Deck Paving System	$204,847
	Proposed Value Engineering Items	
21	Change curtain wall system to storefront at elevator tower	-$35,840.00
22	Change covered louver patio cover to equal manufacture	-$157,388.00
23	Change tile manufacture for roof pavers	-$64,971.00

24	Change tile manufacture for interior floor tiles at restaurant	-$16,000.00
25	Delete exterior Sheetmetal soffits and fascias	-$265,595.00
26	Add stucco at Sheetmetal soffit and fascia areas	$40,460.00
27	Remove Event Space finishes from scope of work	-$324,443.00

Guaranteed Maximum Price (GMP) with Proposed VE Items $6,372,577.00

CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

2.1 Assumptions & Clarifications

1. JRMA fees, design services, and all Architect of Record costs are excluded from this EMP and paid directly by Owner
2. Owner continues to retain and pay JRMA directly. Design-Builder coordinates with JRMA.
3. The 90% design set is the basis; EMP contingency covers cost uncertainty to 100% CDs.
4. All Value Engineering Items (VE) shall be considered as estimated cost, final VE amounts will be adjusted via change order once the final drawings and product choices are completed and contracted.
5. Project is located at an active commercial airport (SBIA). All work shall comply with Airport Operations Area (AOA) protocols. Airport access coordination with Owner is required.
6. Prevailing Wage rates per California DIR apply to all trades. Rates based on San Bernardino County prevailing wage schedules effective May 2026.
7. Owner-Furnished, Contractor-Installed (OFCI) items — Custom Cowling Bar Counter, and Bar Equipment — are excluded from this GMP. GC to coordinate rough-in and installation. Refer to A-121, A-424, A-561.
8. Struxure Pergola System is a deferred submittal per G-001. GC to contract with Struxure or Equal Manufacture.
9. Fire Sprinkler System is a deferred submittal per G-001. GC to contract with a licensed local sprinkler contractor.
10. Builder's Risk Insurance is provided by Owner.
11. No hazardous material abatement is anticipated; an allowance is included.
12. Survey stakes and geotechnical report are existing/provided by Owner; GC to coordinate per S-001.
13. All existing AC units designated "N.I.C." (Not In Contract) on M-110 are excluded.
14. All furnishings, Owner-provided FF&E, and tenant buildout items are excluded.
15. Existing fence relocation per A-100 is included as shown.

2.2 Exclusions

- JRMA Architecture of Record fees (paid by Owner)
- Owner-furnished equipment (OFCI bar millwork, bar counter, bar equipment)
- FF&E, furniture, signage, and tenant-specific items
- Utility connection fees or capacity charges beyond standard permit fees

- FAA permit fees (Owner responsibility)
- Building Permits Fees
- Planning Fees
- Fire Department Fees
- Special Inspections & Testing’s
- Builder's Risk Insurance (Owner's responsibility)
- Professional Liability / E&O Insurance
- Hazardous materials remediation beyond included allowance
- Off-site improvements or utility extensions
- Legal fees, mediation, or arbitration costs

Respectfully Submitted

Jeff Jaso

Bogh