

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, JANUARY 24, 2024

5:00 PM



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

Frank J. Navarro, President

Mayor, City of Colton

Rhodes Rigsby, Vice President

Councilmember, City of Loma Linda

Penny Lilburn, Secretary

Mayor, City of Highland

COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Helen Tran

Mayor, City of San Bernardino

Theodore Sanchez

Councilmember, City of San Bernardino

Juan Figueroa

Mayor Pro Tem, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Phillip Dupper

Mayor, City of Loma Linda

Joe Baca, Jr.

Supervisor, County of San Bernardino

Larry McCallon

Mayor Pro Tem, City of Highland

Fred Shorett

Councilmember, City of San Bernardino

John Echevarria

Councilmember, City of Colton

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

ORDER OF BUSINESS - CLOSED SESSION

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

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

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

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

C. CLOSED SESSION

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

- a. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d)(2) – significant exposure to litigation: one case.
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8

Property: 255 S. Leland Norton Way, Hangar Bay 3

Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer, Scott Huber, SBIAA Legal Counsel, and Joe Ermalovich, AeroPro, LLC.

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

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS - OPEN SESSION

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

E. ITEMS TO BE ADDED OR DELETED

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

F. CONFLICT OF INTEREST DISCLOSURE

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF JANUARY 24, 2024 [**PRESENTER:** Jennifer Farris, Assistant Secretary of the Commission; **PAGE#:** 006]

G. INFORMATIONAL ITEMS

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

2. Informational Items

- a. INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT [**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 014]
- b. INFORMATIONAL ITEMS – REPORT ON ANNUAL AIRPORT OPERATIONS FOR CALENDAR YEAR 2023 [**PRESENTER:** Mark Gibbs, Director of Aviation **PAGE#:** 015]
- c. INFORMATIONAL ITEMS – REPORT ON LEGISLATIVE INITIATIVES [**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 025]
- d. INFORMATIONAL ITEMS – REPORT ON POLICIES AND PROCEDURES UPDATES [**PRESENTER:** Catherine Pritchett, Director of Administration **PAGE#:** 026]

- e. INFORMATIONAL ITEMS – REPORT ON ANNUAL AUDIT [**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 027]

H. COMMISSION CONSENT ITEMS

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

- 3. REGISTER OF DEMANDS FOR DECEMBER 2023 [**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 028]
- 4. RECEIVE AND FILE CASH REPORT FOR NOVEMBER 30, 2023 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) [**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 035]
- 5. AUTHORIZE STAFF TO PREPARE AND ADVERTISE A REQUEST FOR PROPOSAL (RFP) FOR A MULTI-YEAR MAINTENANCE SERVICES AGREEMENT FOR THE PASSENGER BOARDING BRIDGES (PBB'S) AT THE DOMESTIC AND INTERNATIONAL TERMINALS [**PRESENTER:** Jonathan Galvan, Airport Manager **PAGE#:** 038]
- 6. APPROVE MEETING MINUTES: JANUARY 24, 2024 [**PRESENTER:** Jennifer Farris, Assistant Secretary of the Commission **PAGE#:** 040]

I. COMMISSION ACTION ITEMS

- 7. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024 [**PRESENTER:** Mark Cousineau, Director of Finance **PAGE#:** 049]
- 8. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HERNANDEZ, KROONE AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$50,000 FOR PROFESSIONAL ENGINEERING SERVICES [**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 052]
- 9. AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS INC. IN AN AMOUNT NOT TO EXCEED \$98,000.00 FOR THE NORTH PARKING LOT PROJECT [**PRESENTER:** Jeff Barrow, Director of Development **PAGE#:** 056]
- 10. APPROVE AN AGREEMENT WITH SKIDATA, INC. IN AN AMOUNT NOT TO EXCEED \$184,286 WITH A 5% CONTINGENCY IN THE AMOUNT OF \$9,214 FOR A TOTAL AMOUNT NOT TO EXCEED \$193,500 FOR THE INSTALLATION OF ACCESS CONTROLS FOR THE NORTH PARKING LOT PROJECT [**PRESENTER:** Mark Dennis, IT Manager **PAGE#:** 060]
- 11. CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM FOURTH QUARTER 2023 REPORT [**PRESENTER:** Mark Gibbs, Director of Aviation **PAGE#:** 095]

12. REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2024 [**PRESENTER:** Michael Burrows, Chief Executive Officer **PAGE#:** 123]

J. **ADDED AND DEFERRED ITEMS**

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

K. **OPEN SESSION PUBLIC COMMENT**

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

L. **COMMISSION MEMBER COMMENT**

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

M. **ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the San Bernardino International Airport Authority Commission, Wednesday, February 28, 2024.

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 1 PRESENTER: Jennifer Farris, Assistant Secretary of the Commission
---	---

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF JANUARY 24, 2024

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

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

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

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

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

<u>Agenda Item No.</u>	<u>Contractors/Tenants</u>	<u>Subcontractors/Subtenants</u>
Cb.	<u>Aeropro, LLC</u> Joe Ermalovich, President	None.
8.	<u>Hernandez, Kroone & Associates</u> Richard R. Hernandez, Principal Anne M. Hernandez, Principal	None.

9.	<u>Leonida Builders, Inc.</u> Panagiotis Leonida, President, Secretary, Treasurer	None.
10.	<u>SKIDATA, Inc.</u> David Luken, CEO Robert Weiskopf, Chief Sales Officer Mark Beariault, General Counsel Laurent Kaeslin, Senior Vice President Mario Saladini, Executive Vice President & CEO	None.
11.	<u>Aviatrix Communications, LLC</u> Kathryn Franco Jones, Owner	None.

Attachments:

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

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

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

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

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

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

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

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

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

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

6 HISTORY

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

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

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

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

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

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

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

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

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

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

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

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

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 2a PRESENTER: Michael Burrows, Chief Executive Officer
---	--

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

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

BACKGROUND INFORMATION

None.

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

Attachments:

None.

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 2b PRESENTER: Mark Gibbs, Director of Aviation
---	--

SUBJECT: INFORMATIONAL ITEMS – REPORT ON ANNUAL AIRPORT OPERATIONS FOR CALENDAR YEAR 2023

SUMMARY

In January of each year, SBD International Airport provides annual airport operations data and information to the Federal Aviation Administration (FAA). A report and presentation is attached.

BACKGROUND INFORMATION

In January of each year, SBD International Airport provides annual airport operations data and information to the Federal Aviation Administration (FAA). A report and presentation is attached.

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

Attachments:

1. PowerPoint Presentation.



2023 Operational Results

Presented by Mark Gibbs, Director of Aviation

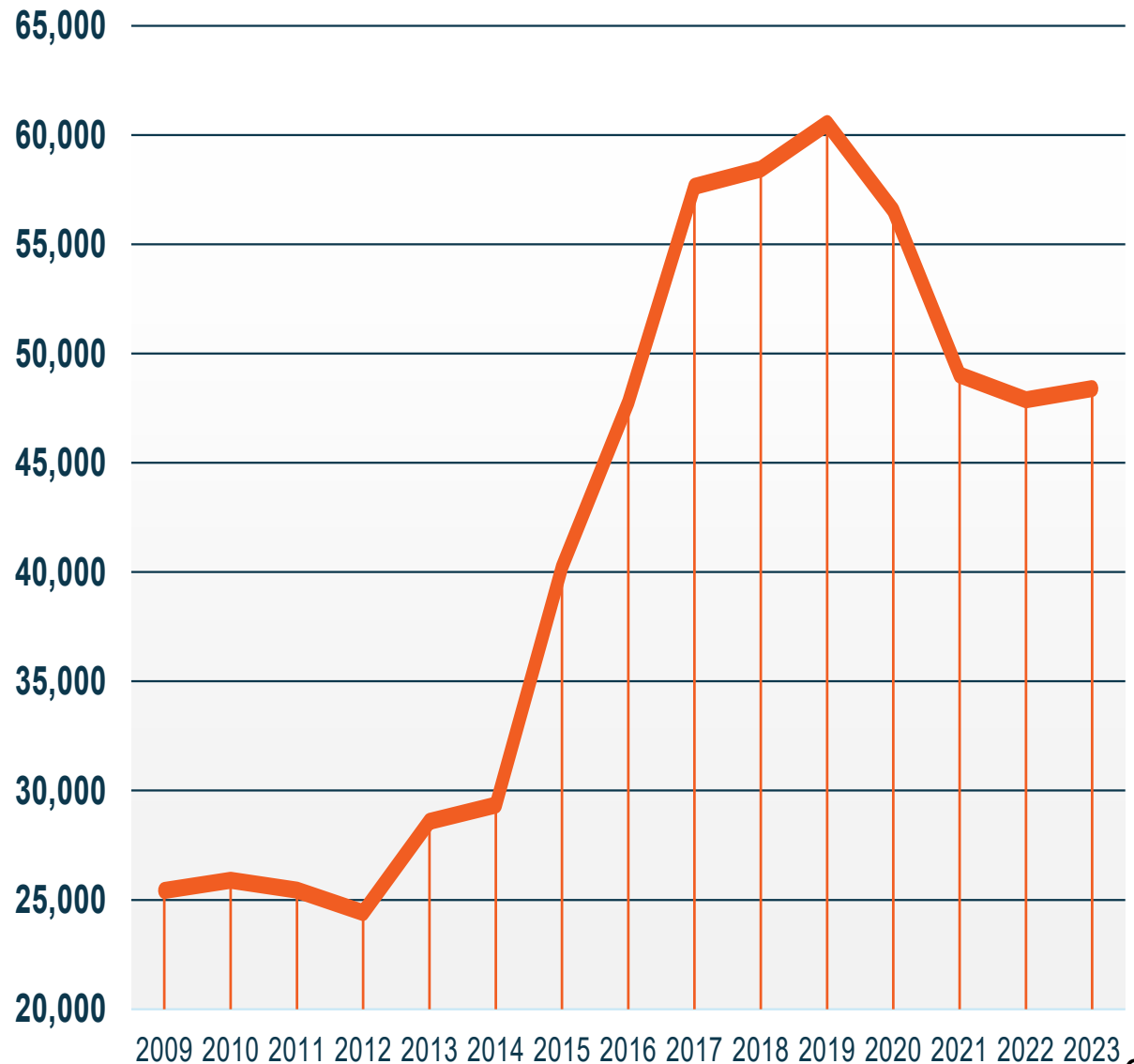
SBD International Airport – Total Annual Aircraft Activity

SBD Performance Trends

Shifting fleet mix trending toward commercial and corporate aircraft continued in 2023, while overall aircraft operations held steady

2023: Total aircraft ops: **48,397**

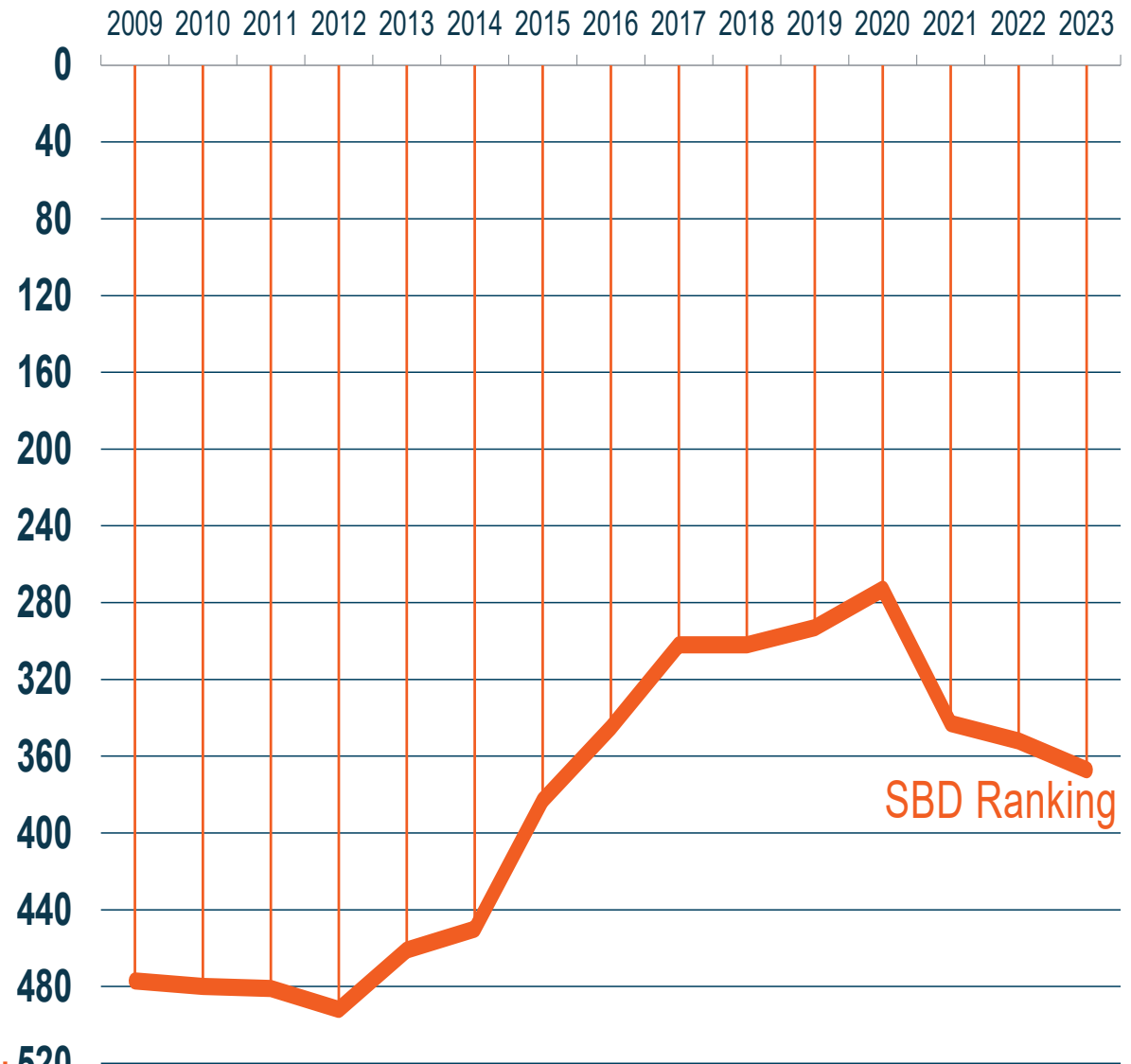
- 2022: 47,876
- 2021: 49,017



SBD Annual Aircraft Activity – National Comparison

SBD Comparison Trends

- **Total of 526** air traffic control towers throughout the United States
 - FAA operated towers: 264
 - FAA contract towers: 262
- SBD entered the FAA contract tower program in April 2021, shifting funding and operation of the tower to the FAA
- Total aircraft operations declined due to fewer general aviation operations at SBD in 2023



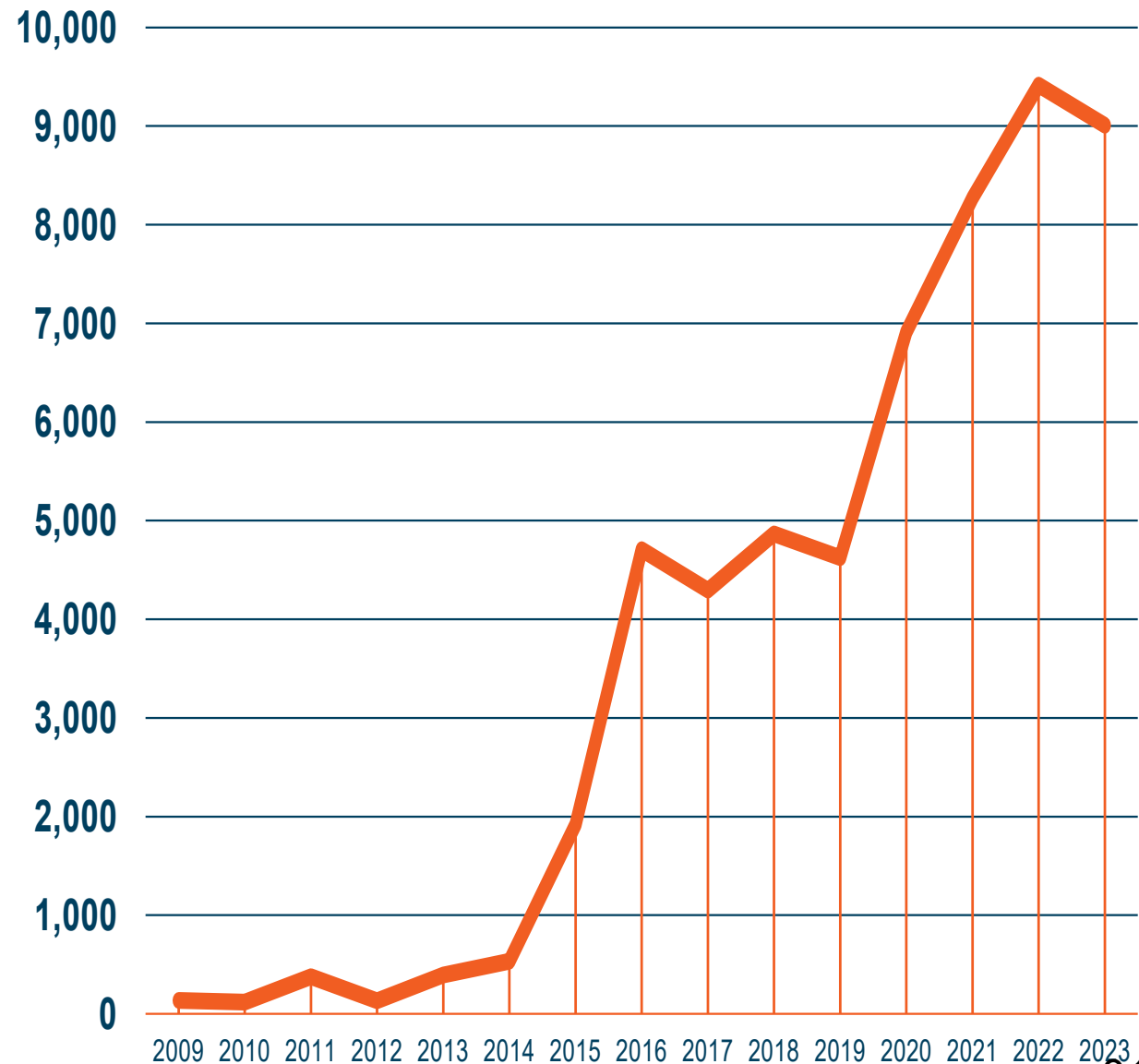
SBD International Airport – Annual Corporate Aircraft

SBD Performance Trends

Steady strength in “air taxi” operations

2023: Air taxi aircraft ops: **9,007**

- 2022: 9,414
- 2021: 8,272



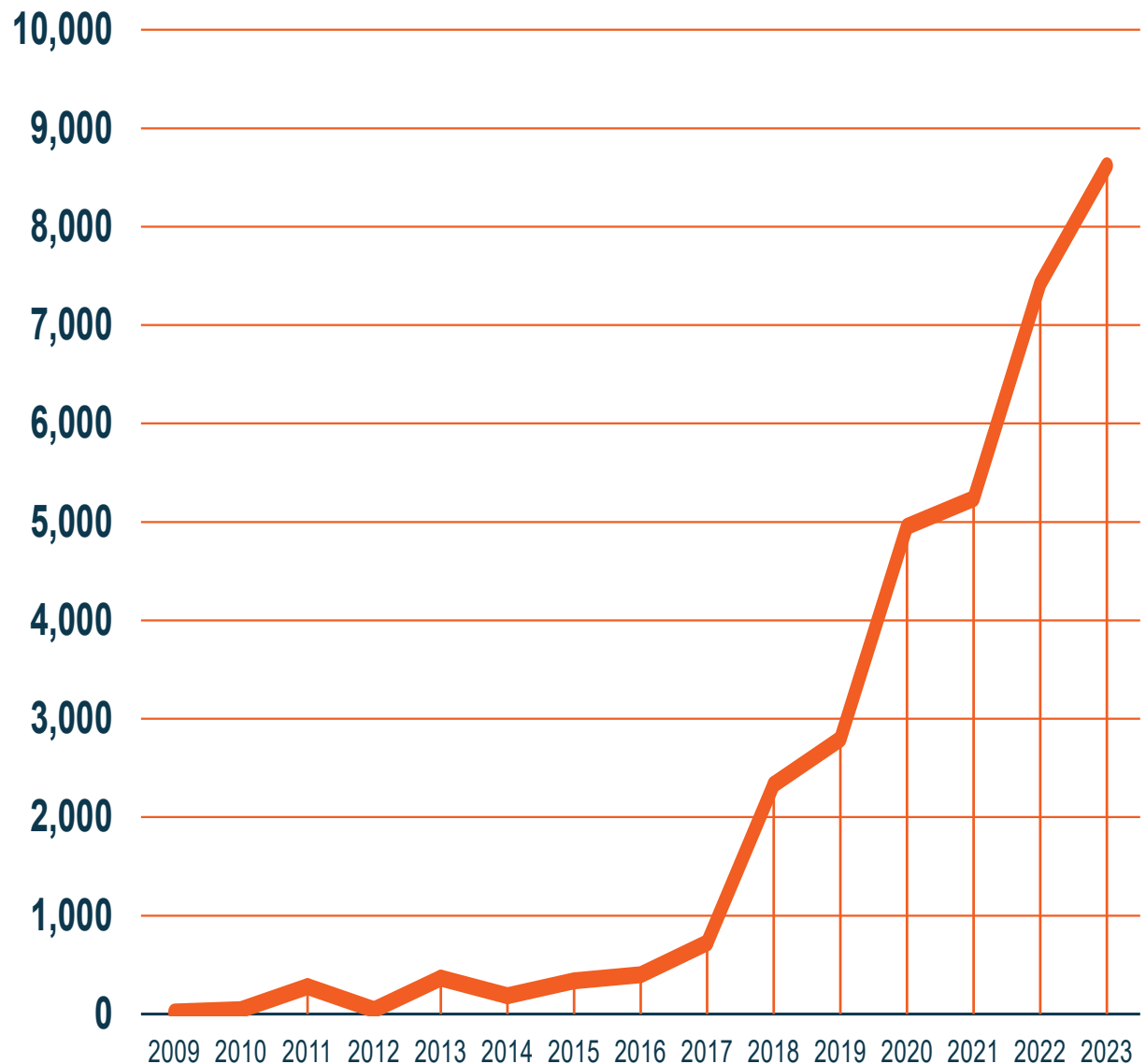
SBD International Airport – Annual Commercial Aircraft

SBD Performance Trends

Continued growth in large commercial aircraft operations, including the first full year of commercial passenger service

2023: Commercial aircraft ops: **8,621**

- 2022: 7,421
- 2021: 5,238



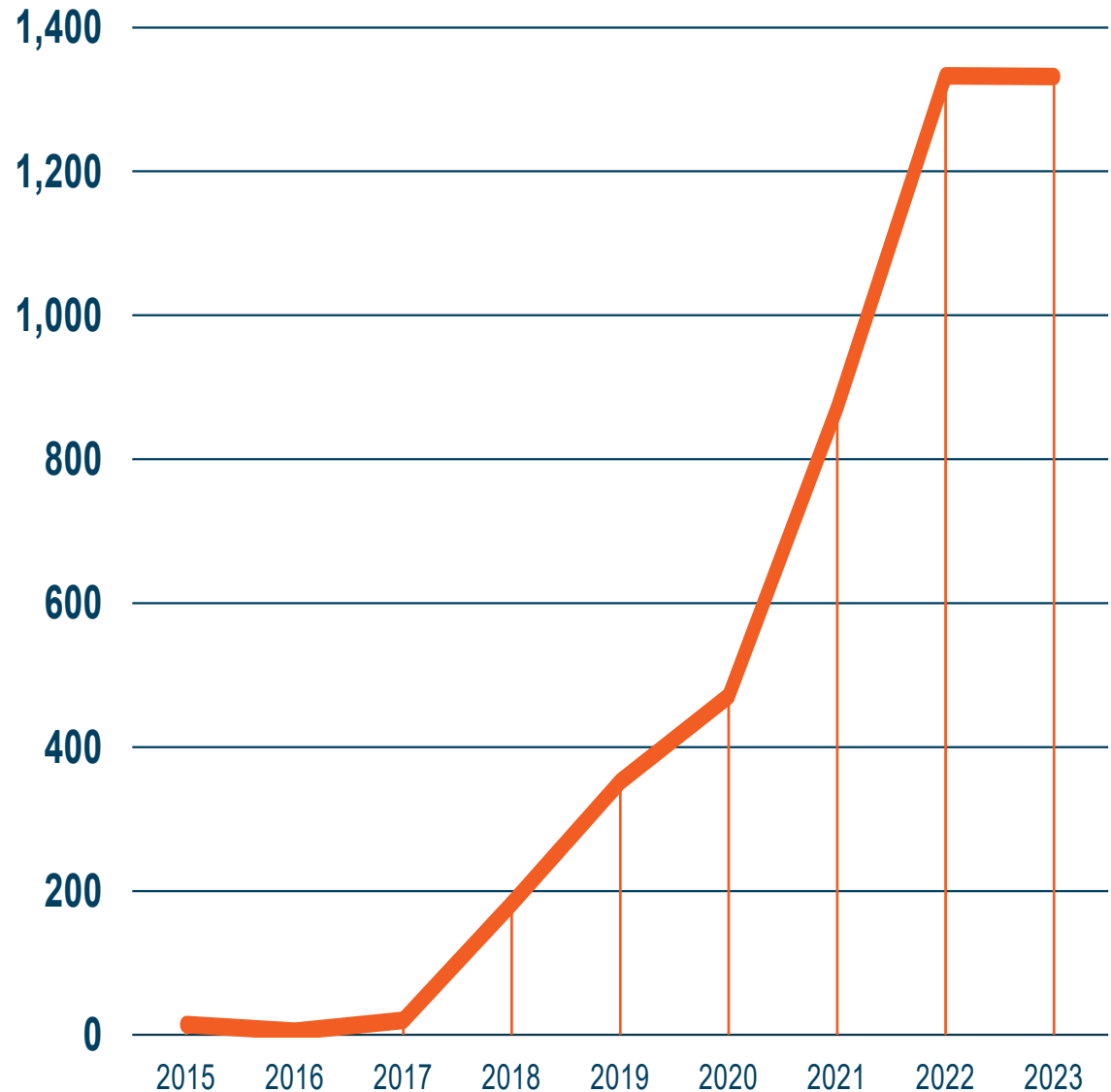
SBD International Airport – Annual Air Cargo

SBD Performance Trends

Steady strength in air cargo landed weight (millions)

2023: Air cargo landed weight: **1,332**

- 2022: 1,333
- 2021: 872

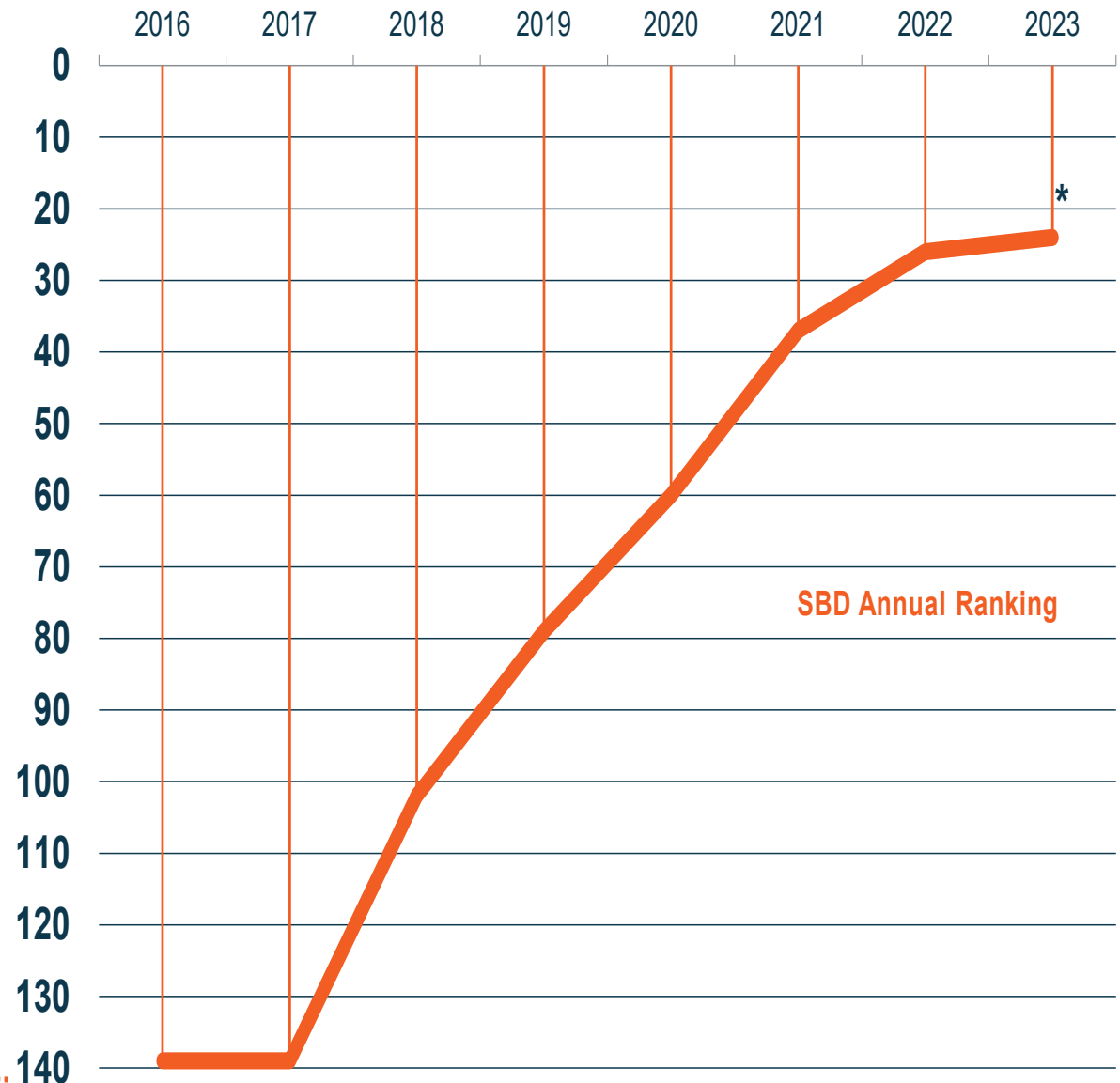


SBD Annual Air Cargo Activity – National Comparison

SBD Comparison Trends

- Typically 130 - 140 airports in the United States serve all-cargo aircraft
- SBD's growth in all-cargo aircraft activity continued in 2023

* estimated national ranking based on previous year data



SBD Passenger Enplanements – National Comparison

SBD Comparison Trends

- Approximately 500 active commercial service airports in the United States provided airline service to the traveling public in 2023
- SBD served over 50,000 passengers in 2023, with approx. 28,000 originating at SBD, categorized as enplaned passengers by the FAA

* estimated national ranking based on previous year data

Commercial service airports in the USA: 500



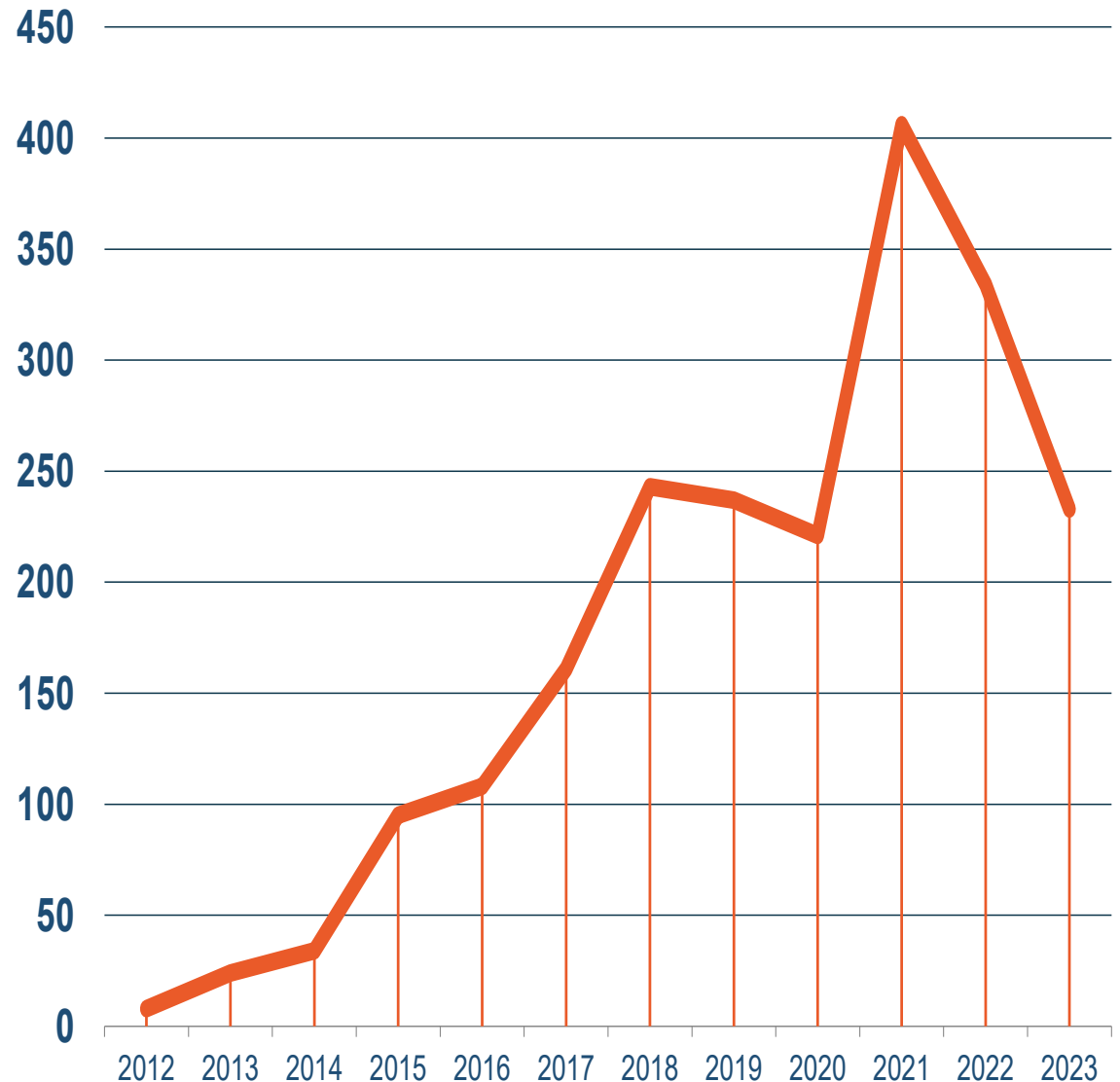
SBD International Airport – International Flights

SBD Performance Trends

International flights fell from record activity in 2021 primarily due to limited CBP availability during weekends and off-hours

2023: International aircraft ops: **233**

- 2022: 334
- 2021: 406



	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 2c PRESENTER: Michael Burrows, Chief Executive Officer
---	--

SUBJECT: INFORMATIONAL ITEMS – REPORT ON LEGISLATIVE INITIATIVES

SUMMARY

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

BACKGROUND INFORMATION

None.

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

Attachments:

None.

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 2d PRESENTER: Catherine Pritchett, Director of Administration
---	---

SUBJECT: INFORMATIONAL ITEMS – REPORT ON POLICIES AND PROCEDURES UPDATES

SUMMARY

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

BACKGROUND INFORMATION

None.

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

Attachments:

None.

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 2e PRESENTER: Mark Cousineau, Director of Finance
---	---

SUBJECT: INFORMATIONAL ITEMS – REPORT ON ANNUAL AUDIT

SUMMARY

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

BACKGROUND INFORMATION

None.

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

Attachments:

None.

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 3 PRESENTER: Mark Cousineau, Director of Finance
---	--

SUBJECT: REGISTER OF DEMANDS FOR DECEMBER 2023

SUMMARY

SBIAA's Register of Demands for December 2023

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Various accounts as shown.

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

BACKGROUND INFORMATION

The attached Register of Demands corresponds to checks issued in the month of November 2023. The total of the register is \$8,248,059.90.

Fuel: Titan Aviation Fuels was paid \$7,569,672.93 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. was paid \$22,353.14 to operate SBIAA vehicles and for resale at Luxivair-SBD.

Employee Benefits: Kaiser Foundation Health Plan Inc. was paid a total of \$54,828.80.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, The Gas Co., and Utility Telecom Group LLC were paid a total of \$151,040.96.

Capital Projects Cost: CJMC Holdings LLC, and Wilson & Company Inc. were paid a total of \$5,658.96.

Professional Services: Allawos & Company; Eide Bailly LLP; Hernandez, Kroone & Associates Inc.; Innovative Federal Strategies LLC; Mead & Hunt Inc.; Right Energy Group and Tom Dodson were paid a total of \$54,165.77.

Attachments:

1. Register of Demands for the January 24, 2024 Commission Meeting
2. VISA breakdown -December 2023

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
1/24/2024

Line	Company Name	Description	AP Register
1	Aaron Chevrolet	2023 Chevrolet Silverado 1500	46,220.25
2	Accurate First Aid Services LLC	First aid and supplies-cabinet refills	212.22
3	ADB Safegate Americas LLC	Airfield lighting & supplies for runway & taxiways	608.97
4	Air Nav LLC	Airport Advertising-FBO	7,997.50
5	Allawos & Company	Professional consulting services-solar and green energy services	3,375.00
6	Alliant Insurance Services Inc.	Insurance premium-Turkey Trot	419.00
7	Amazon Capital Services Inc.	Purchases of supplies and goods	1,093.20
8	American Association of Airport Executives	Membership for US Contract Tower Association (USCTA)	3,000.00
9	Amerigas Propane LP	Cylinder rack and propane cylinders for refilling propane ground support equipment	175.84
10	Amtech Elevator Services	Maintenance and repairs for elevators & escalators	785.00
11	Andersen Commercial Plumbing LLC	On-call plumbing services	497.00
12	Arconas	Flyaway 3 -seat benches additional seating inside terminal	4,012.38
13	Atsushi Kugimiya	Boot reimbursement	68.35
14	Audacy Operations Inc.	Radio advertising for Breeze anniversary event	4,200.00
15	Aviatrix Communications LLC	Marketing services, advertising and Good Neighbor program	70,118.70
16	Belico Details LLC	Mobile car washes-security	1,975.00
17	Bernell Hydraulics Inc.	Hydraulic hose repairs & supplies	233.00
18	BrightView Landscape Services Inc.	Luxiviar landscaping project	1,350.00
19	Burrtec Waste Industries Inc.	Trash removal services	1,483.60
20	C & A Janitorial Services	Janitorial services	1,129.28
21	CED-Consolidated Electrical Distributor	Light bulbs & electrical supplies	780.95
22	Cintas Uniforms	Uniform and rug services	1,991.94
23	City of SB Water Department	Water and sewer services	14,441.86
24	CJMC Holdings LLC	Professional services - project management services	1,400.00
25	Clifford Goodloe	Lost badge 30 day policy refund	250.00
26	Climatec LLC	Security system maintenance and repair upgrades	660.00
27	CSUSB	Platinum sponsorship-Regional Dialogue Series	10,000.00
28	DBT Transportation Services LLC	ILS/AWOS tower equipment service	3,580.58
29	Dibs Safe & Lock Service	Key duplication & locksmith services	14.01
30	DoorTech	Door repair on-call services	3,607.54
31	Eagle Graphics LLC	Online logo branded merchandise, supplies & program fees	995.50
32	East Valley Water District	Water services	162.28
33	Eide Bailly LLP	Professional services audit FY 2022-2023	13,000.00
34	Elite Team Logistics California Inc.	Screening services for Royal Air Force charter flight	3,250.00
35	Encore Lighting Inc.	Light bulb and ballast replacements	2,856.64
36	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	43.33
37	Fernando Zarate	Boot reimbursement	200.00
38	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy vehicles	1,943.44
39	Franks Fence & Supply Co. Inc.	Chain link fence supplies	7,860.00
40	Frontier Communications Corporation	Telephone services	2,431.48
41	Gammlux Lighting Systems	Replace light lens - Bldg. 673	2,385.00
42	Grainger	Parts and supplies for building repairs	518.68
43	Granite Telecommunications	Telephone services	5,182.69
44	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	19,428.54
45	Innovative Federal Strategies LLC	Professional service - federal legislative advocacy services	2,000.00
46	Jennifer Farris	Travel League of Ca Cities Training 12/2023 San Diego-Per Diem	446.25
47	K&L Hardware and Plumbing Supply Inc.	Maintenance tools and supplies	381.99
48	Kaiser Foundation Health Plan Inc.	Employee medical benefits	54,828.80
49	Los Angeles County Business Federation	Business Advocacy Group bronze tier membership	7,000.00
50	Luis Moroyoqui	Boot reimbursement	200.00
51	Lumacurve	Airfield signs and replace bulbs & parts	610.27
52	Mackinac Software LLC	Monthly service fees for AWOS weather system	178.00

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
1/24/2024

Line	Company Name	Description	AP Register
53	Mead & Hunt Inc.	Professional consulting service agreement-providing air services development and airport development	6,330.00
54	Merit Oil Company	Fuel inventory for fleet operations	22,353.14
55	Michael Burrows	Travel Ca Airports Council San Luis Obispo flight reimbursement	790.41
56	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	28,396.20
57	Parts Authority Metro LLC	Vehicle parts and service supplies	1,116.19
58	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	733.45
59	PlaneNoise Inc.	Noise complaint program	1,287.50
60	Presidio Networked Solutions Grp LLC	Support for Cisco Systems	225.00
61	Quinn Power Systems	Fuel injectors on fire pump #1 - Bldg. 760	1,686.13
62	Red Star Fire Protection	Remove and replace fire suppression system valve - Bldg. 603	3,004.39
63	Redlands Community News	Advertising	5,514.20
64	Richard Fajardo	Boot reimbursement	187.58
65	Right Energy Group LLC	Professional agreement for Green Energy Programs	6,500.00
66	Southern California Edison	Electric power	121,028.06
67	Staples Contract & Commercial LLC	Office supplies	1,961.55
68	Storm Wind LLC	Renewal of-unlimited access web based technical training	7,960.00
69	SWRCB	Storm water permit fees	1,818.00
70	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	3,346.24
71	Tetra Tech AMT	Cyber security assessment	9,864.29
72	The Gas Company	Gas services	1,875.41
73	Therma LLC	HVAC unplanned repairs and preventative maintenance	6,758.25
74	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	7,569,672.93
75	Tom Dodson & Associates	Professional services - environmental issues/projects	3,532.23
76	Trilogy Medwaste West LLC	Waste disposal service for international flights	772.86
77	US Custom & Border Protection	Customs contract and inspection fees	2,690.18
78	US Customs & Border Protection	Customs quarterly service fees for airport program	63,038.03
79	US Fueling Solutions	Fuel truck repairs and maintenance	8,803.58
80	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,435.58
81	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	1,280.00
82	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies,	37,056.34
83	Western Exterminator Company	Pest control services	1,586.07
84	Wilson & Company Inc.	Landfill surface repairs 08/2021	4,258.96
85	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
	Total		\$ 8,248,059.90

**Visa Breakdown
December 2023
SBIAA**

Line	Description	Vendor	Dept.	Amount
1	Satellite TV for Customs Office	Dish Network	HR	105.71
2	Employee engagement supplies	Target	HR	146.80
3	Thanksgiving lunch with Church various desert items	Sams Club	HR	113.80
4	Lunch-Gateway Specific Plan Meeting	Chili's	Maint	39.11
5	Restock cleaning supplies	Lowes	Fuel Farm	126.38
6	Fuel Truck repairs - fuel nozzle	Grainger	Fuel Farm	302.56
7	Fuel Truck supplies -gloves and terry cloth towel	Lowes	Fuel Farm	129.04
8	Misc. hand tools to keep in work trucks	Home Depot	Maint	424.45
9	Parts for irrigation clocks	Lowes	Maint	54.37
10	Shop hardware supplies / tools	Rainbow Bolt and Supply	Maint	46.67
11	Accidental use of card reimbursed- M. Martin	NY Pizzeria	Maint	70.68
12	Fuel truck maintenance - service call 5K fuel truck	SOS Truck Service	Maint	495.00
13	Hardware for terminal baggage bumper	Lowes	Maint	64.39
14	Metal supplies for terminal baggage bumper	Patton Sales Corp	Maint	456.18
15	Dealer parts #34 truck	Hatfield Buick GMC	Maint	826.04
16	Airfield sweeper light bar	Speedtech Lights	Maint	373.39
17	Supplies & purchases - seals for forklift	O Rings & Things/S & D Specialty	Maint	29.11
18	Dealer only parts-center cap for OPS#5	Hatfield Buick GMC	Maint	30.33
19	Supplies & purchases-seals for fleet repairs	O Rings & Things/S & D Specialty	Maint	61.28
20	Electrical supplies Bldg. 56	Home Depot	Maint	25.49
21	Dry wall supplies Bldg. 56	Home Depot	Maint	39.78
22	Toilet seat control tower room	Home Depot	Maint	22.67
23	Painting supplies Bldg. 673 (Domestic Terminal)	Home Depot	Maint	139.82
24	Plumbing backflow Bldg. 673 (Domestic Terminal)	Home Depot	Maint	17.87
25	Motor drive belts for terminal equipment	Bieders	Maint	108.74
26	Nuts and bolts to repair gate Bldg. 730	Home Depot	Maint	16.31
27	Soap dispenser and hand wash station for the LAV dump	Home Depot	Maint	46.16
28	Nuts and bolts to repair gate Bldg. 730	Lowes	Maint	13.86
29	Automatic door switches Bldg. 673 (Domestic Terminal)	Auto Door HD	Maint	608.04
30	Steel padlock for AOA gates	Zoro Tools Inc.	OPS	42.40
31	Steel padlock for AOA gates	Zoro Tools Inc.	OPS	84.80
32	Airport handheld radio repair	Surplus Two-Way Radios	OPS	175.00
33	Registration ACE Communications-S. Lopez	American Association of Airport Executives	OPS	510.00
34	Decals for Bldg. 673 (Domestic Terminal) walls	XGraphix LLC	OPS	625.50
35	Extra controller battery for OPS Drone (SE-Battery)	SP Autel Robotics	OPS	70.69
36	GPS smart dog collar	Whistle.com	OPS	261.04
37	Quarterly all hands team working lunch	Sams Club	OPS	67.86
38	Food for GA tenant meeting	Stater Bros.	OPS	55.83
39	Food for GA Tenant meeting	Costco	OPS	239.20
40	Carwash services for security units-Oct services	Express Car Wash	Security	29.98
41	Registration for AAAE Conference-M. Gibbs	Southwest Chapter of American Association of Airport Executives (SWAAAE)	Admin	510.00
42	Business lunch with Breeze	The Three Stags	Admin	65.46
43	Cable TV - FBO Movie subscription for theater	Netflix	FBO	19.99
44	Cable TV - FBO satellite cable TV subscription	Dish Network	FBO	149.85
45	Fuel for FBO courtesy vehicles	Chevron	FBO	70.01
46	Supplies for FBO hospitality bar-coffee	Smart & Final	FBO	60.14
47	Safety 1st training center subscription-training provider for fuel regulated garbage	National Air Transportation Association	FBO	4,859.00
48	Cable TV - FBO Movie subscription for theater	Netflix	FBO	22.99
49	Bill tracking System software state & federal legislation tracking	Fast Democracy Corp.	HR	3,000.00
50	Flower arrangements delivered in support of employee-T Sanders	1-800Flowers	Admin	83.72
51	Business meeting with CSUSB	Panera Bread	Admin	87.68
52	Document recording	SB Record County Clerk	Admin	16.00
53	Water filter for portable water trailer cart	Home Depot	Maint	20.62
54	Clear acrylic signage - Bldg. 673 (Domestic Terminal)	Inland Plastics Corp	Maint	1,628.12

**Visa Breakdown
December 2023
SBIAA**

Line	Description	Vendor	Dept.	Amount
55	Cable ties-grounds maintenance supplies	Uline	Maint	196.20
56	Window replacement Bldg. 56	Glass Guru	Maint	350.00
57	Lube-maintenance	Grainger	Maint	122.41
58	Replace gate wheel-Bldg. 730	Gate Depot	Maint	220.87
59	Maintenance team working lunch meetings	American Pizza Co.	Maint	254.21
60	Bollards & hardware for vehicle fuel farm-Bldg.730	Ideal Shield LLC	Maint	1,949.86
61	Office 365 licensing for employees-Standard	www.office.com	IT	584.51
62	Office 365 licensing for employees-Basic	www.office.com	IT	220.00
63	Office 365 licensing for employees-Premium	www.office.com	IT	774.59
64	Parking revenue transaction CC Processing	Windcave	IT	295.00
65	Agencies website usage charges cloud server	DigitalOcean	IT	64.30
66	Website management software license	CPanel	IT	39.99
67	TV content for Concourse streaming services	Sling TV	IT	60.34
68	Radius user Guide authentication software	Lean Pub	IT	15.00
69	Communication software-hosted IT collaboration	Slack	IT	43.75
70	Terminal background music streaming service	Soundtrack Your Brand	IT	54.00
71	Thanksgiving decorations	Hobby Lobby	FBO	359.57
72	Embroidery NBAA shirts	AACCE Embroidery	FBO	40.00
73	Holiday decorations	Home Depot	FBO	270.79
74	Holiday decorations	Home Depot	FBO	487.20
75	Holiday decorations	Home Depot	FBO	216.41
76	Office supplies-copy paper	Sams Club	FBO	86.72
77	Fuel for FBO courtesy vehicles	Chevron	FBO	82.92
78	Fuel for FBO courtesy vehicles	Chevron	FBO	43.37
79	Holiday decorations	Michaels	FBO	370.49
80	Shipping charges for prize sent out for NBAA raffle winner	FedEx	FBO	43.96
81	Thanksgiving staff lunch	Juan Pollo	FBO	110.92
82	Fuel truck repairs - TCS Key Pad invoice 1138	282 Services	FBO	995.95
83	Electrical service conference exhibit space service	Ontario Convention Center	FBO	106.00
84	Annual membership-FBO	SCAA	Purchasing	300.00
85	Holiday Party Sponsorship ongoing networking opportunities	LAACA	Purchasing	680.00
86	Holiday Party Sponsorship ongoing networking opportunities-refund	LAACA	Purchasing	(180.00)
87	Coffee Meet & Greet with UCR students	Coffee Bean & Tea Leaf	Purchasing	19.95
88	Christmas sweater for Norton	Amazon	Purchasing	23.91
89	Stock imagery subscription	Adobe Inc.	Mktg	49.99
90	Thanksgiving sweater for Norton	Amazon	Mktg	20.65
91	SBD airport diagram for Breeze Airways conference room	Squadron Posters	Mktg	130.49
92	Raincross Metal decor for Breeze Airways conference room	Mission Inn Museum	Mktg	65.25
93	Route 66 sign for Breeze Airways conference room	Walmart	Mktg	26.05
94	Rideshare signage / traffic cones for terminal	SD2K Valet LLC	Purchasing	261.24
95	Shipping fees for signage	SD2K Valet LLC	Purchasing	72.20
96	HID iClass cards-Badging	Easy Badging	Purchasing	3,590.00
97	Porta Potty needed ay UAS training trailer	National Construction Rentals	Purchasing	321.75
98	Cigarette receptacles for Bldg. 673 (Domestic Terminal)	The Park Catalog	Purchasing	266.11
99	Travel AAAE CMP Certification Academy Training event Alexandria VA 12/03-12/09/2023-A. Alsibai-AAAE registration	American Association of Airport Executives	OPS	2,095.00
100	Travel AAAE CMP Certification Academy Training event Alexandria VA 12/03-12/09/2023-A. Alsibai-flight	Southwest	Admin	581.76
101	Travel AAAE CMP Certification Academy Training event Alexandria VA 12/03-12/09/2023-A. Alsibai-lodging	Sheraton	Admin	1,275.99
102	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta GA lodging	Lowes Atlanta	Mktg	1,137.56
103	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta-transportation	SQ Taxi	Mktg	55.20
104	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta-meals	What A Burger	Mktg	13.13

**Visa Breakdown
December 2023
SBIAA**

Line	Description	Vendor	Dept.	Amount
105	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta-meals	Lowes Hotel	Mktg	25.81
106	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta-meals	Panera	Mktg	11.65
107	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta-transportation	Uber	Mktg	45.58
108	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta-meals	Lowes Hotel	Mktg	14.38
109	Travel ACI-NA Airport Marketing & Communications Conference 11/11-11/15/2023 Atlanta-meals	Atlanta Bread	Mktg	3.45
				\$ 37,056.34
	VISA Statement Balance			\$ 37,056.34
	Date Prepared:01/10/2024			

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 4 PRESENTER: Mark Cousineau, Director of Finance
---	--

SUBJECT: RECEIVE AND FILE CASH REPORT FOR NOVEMBER 30, 2023 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

SUMMARY

SBIAA's monthly Treasurer's Report that reconciles cash.

RECOMMENDED ACTION(S)

Receive and file Treasurer's Report for November 30, 2023 for the San Bernardino International Airport Authority (SBIAA).

FISCAL IMPACT

None.

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

Attached is the Treasurer's Report for November 30, 2023, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$9,669,492.00 on November 30, 2023. Bank statements reflect \$11,273,921.90. The difference between the two amounts is related to the outstanding checks, deposits in transit, and other items as of November 30, 2023.

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

Attachments:

1. Treasurer's Report for November 30, 2023

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

**Treasurer Report
November 30, 2023**

<u>Cash</u>	Balance 10/31/23	Activities	Balance 11/30/23
<i>Checking Account - Wells Fargo Bank</i>	\$ 9,659,276.62	\$ (4,686,661.57)	\$ 4,972,615.05
Deposits In Transit:			
Beginning	2,071.97	(2,071.97)	-
Ending		3,585.00	3,585.00
Outstanding Checks:			
Beginning	(135,420.40)	135,420.40	-
Ending		(1,608,014.90)	(1,608,014.90)
<i>Premium Money Market Account - Wells Fargo Bank</i>	3,598,481.05	3,195.63	3,601,676.68
Deposits In Transit:			
Beginning			
Ending			
<i>Payroll Account - Wells Fargo Bank</i>	16.02	4,911.36	4,927.38
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
Subtotal	13,124,425.26	(6,149,636.05)	6,974,789.21
<u>Investments</u>			
<i>Local Agency Investment Funds</i>	330,266.72	-	330,266.72
Deposits In Transit:			
Beginning			
Ending			
Subtotal	330,266.72	-	330,266.72
<u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	1,036,376.54	404,360.72	1,440,737.26
Reserve Fund- US Bank 2021A series	539,527.41	2,270.10	541,797.51
Debt Service Fund-US Bank-2021B series	272,235.71	41,145.46	313,381.17
Reserve Fund -US Bank-2021B series	68,233.03	287.10	68,520.13
Subtotal	1,916,372.69	448,063.38	2,364,436.07
Total Cash and Investments	\$ 15,371,064.67	(5,701,572.67)	\$ 9,669,492.00

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


Mark Cousineau, Treasurer

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 5 PRESENTER: Jonathan Galvan, Airport Manager
---	---

SUBJECT: AUTHORIZE STAFF TO PREPARE AND ADVERTISE A REQUEST FOR PROPOSAL (RFP) FOR A MULTI-YEAR MAINTENANCE SERVICES AGREEMENT FOR THE PASSENGER BOARDING BRIDGES (PBB'S) AT THE DOMESTIC AND INTERNATIONAL TERMINALS

SUMMARY

Staff is seeking to advertise for Passenger Boarding Bridges (PBB) maintenance services to maintain the PBBs in a safe and operational condition for use in airline passenger boarding service. Staff requests authorization to advertise a Request for Proposal (RFP) to provide PBB maintenance services of SBIAA's four (4) PBBs located at the domestic and international terminals.

RECOMMENDED ACTION(S)

Authorize staff to prepare and advertise an RFP for a multi-year maintenance services agreement of the PBBs at the domestic and international terminals.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

The San Bernardino International Airport Authority (SBIAA) is responsible for ongoing operation of the San Bernardino International Airport's (SBD) Terminal Passenger Boarding Bridges (PBB's). Ensuring each PBB is in safe and reliable condition is critical to the success of commercial passenger service at the Airport. To ensure the integrity of each PBB, a proactive approach is necessary to minimize major or unforeseen maintenance challenges and serves to limit a potential cause for airline delays.

Staff requests the Commission approve the preparation and advertisement of this Request for Proposals.

Responsive proposals will be brought before the SBIAA Commission for consideration and approval at a future meeting.

Attachments:

None.

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 6 PRESENTER: Jennifer Farris, Assistant Secretary of the Commission
---	---

SUBJECT: APPROVE MEETING MINUTES: DECEMBER 21, 2023

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the special meeting held Thursday, December 21, 2023.

RECOMMENDED ACTION(S)

Approve meeting minutes of the special meeting held Thursday, December 21, 2023.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

None.

Attachments:

1. December 21, 2023 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

SPECIAL MEETING COMMISSION ACTIONS

THURSDAY, DECEMBER 21, 2023

5:00 P.M.

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



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

Commission Members

City of Colton

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

City of Loma Linda

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

County of San Bernardino

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

City of San Bernardino

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

City of Highland

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

Staff Members and Others Present

Michael Burrows, Chief Executive Officer	Scott Huber, Legal Counsel, Cole Huber LLP
Mark Gibbs, Director of Aviation	Jennifer Farris, Assistant Secretary of Commission
Mark Cousineau, Director of Finance	Catherine Pritchett, Director of Administration
Jeff Barrow, Director of Development	Darrell Hale, Property Manager

The Special Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:04 p.m. on Thursday, December 21, 2023.

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

Roll call was duly noted and recorded by voice.

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

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

C. **CLOSED SESSION**

President Frank Navarro recessed to closed session at 5:05 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber LLP, read the closed session items as posted on the Agenda.

- a. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d)(2) - significant exposure to litigation: one case
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: Portion of APN: 028-010-127
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer, Dan Otting, President, Fleet Services, Inc.
Under negotiations: Instructions will be given to the SBIAA negotiator concerning availability of property, terms and price.

D. **REPORT ON CLOSED SESSION**

President Frank Navarro reconvened the meeting at 5:11 p.m. President Navarro asked Mr. Scott Huber, Legal Counsel, Cole Huber LLP if there were any reportable items. Mr. Huber reported that there were none.

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

There were no items to be added or deleted.

F. CONFLICT OF INTEREST DISCLOSURE

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

Supervisor Dawn Rowe noted conflicts on Agenda Item Nos. 13 and 14.

G. INFORMATIONAL ITEMS

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

2. Informational Items
 - a. Chief Executive Officer's Report
 - b. Report on Breeze Airways
 - c. Report on Fuel Farm Project
 - d. Report on Audit
- 2a. Amber Casarez, Marketing Manager, gave a brief report and presented a PowerPoint presentation as well as a short video on the most recent social media campaign, the airplane piggy bank named Piggy.
- 2b. Mark Gibbs, Director of Aviation, gave a brief report on Breeze Airways' latest flight route to Phoenix, Arizona scheduled to begin service on February 14, 2024.
- 2c. Jeff Barrow, Director of Development, gave a brief report on the completed Fuel Farm Project and spoke of its success. Photographs of the completed project were shown overhead.
- 2d. Mark Cousineau, Director of Finance, gave a brief report on the annual audit and informed the Commission that a draft audit report is expected in January 2024.

H. COMMISSION CONSENT ITEMS

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

3. Register of Demands for November 2023
4. Register of Demands for December 2023
5. Receive and file Treasurer's Report for September 30, 2023, for the San Bernardino International Airport Authority (SBIAA)
6. Receive and file Treasurer's Report for October 31, 2023, for the San Bernardino International Airport Authority (SBIAA)

7. Approve the filing of a Notice of Completion with Bodell Construction Company for the Fuel Farm Internal Floating Roof Project and authorize the release of retained funds
8. Ratify the Solicitation of a Request for Proposals for Alarm Monitoring Services
9. Approve the purchase of a Solar Thermal System with RG Resource Technologies, Inc. for the Airport Fire Station (Building No. 680) in an amount not to exceed \$70,716.00
10. Approve Meeting Minutes: October 25, 2023

ACTION: Approve Agenda Item Nos. 3 - 10

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

I. <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.

11. Consider and adopt proposed budget adjustments for Fiscal Year 2023-2024

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

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

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

12. Approve Lease Amendment No. 1 with Thunder International Group, Inc. (Thunder) for Building No. 56

Darrell Hale, Property Manager, provided a brief report on Agenda Item No. 12.

ACTION: Approve Lease Amendment No. 1 with Thunder International Group, Inc. for Building 56; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

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

13. Approve the award of a Professional Services Agreement with AECOM Technical Services, Inc. in an amount not to exceed \$408,126 for the AOA Access Road Project

Mark Gibbs, Director of Aviation, provided a brief report on the Professional Services Agreement with AECOM Technical Services, Inc.

Let the record reflect that Supervisor Dawn Rowe abstained from voting on Agenda Item No. 13.

ACTION: Approve the award of a Professional Services Agreement with AECOM Technical Services, Inc. for construction management services for the AOA Access Road Project in an amount not to exceed \$408,126; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

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

14. Approve the Award of a Construction Contract with Matich Corporation in the amount of \$1,341,626 for the AOA Vehicle Access Road Project; subject to final grant award by the U.S. Department of Transportation, Federal Aviation Administration (FAA)

Jeff Barrow, Director of Development, provided a brief report on Agenda Item No. 14.

Let the record reflect that Supervisor Dawn Rowe abstained from voting on Agenda Item No. 14.

ACTION: Approve the award of a construction contract with Matich Corporation in an amount not to exceed \$1,341,626 subject to final grant award from the FAA; and authorize the Chief Executive Officer to execute all related documents.

RESULT:	ADOPTED
MOTION/SECOND:	Shorett/Rigsby
AYES:	Lilburn, Navarro, Rigsby, Sanchez, and Shorett
NAYS:	None.
ABSTENTIONS:	Rowe.
ABSENT:	None.

15. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through December 31, 2023

Mr. Michael Burrows, Chief Executive Officer, commented on conferences attended and the annual audit. This item was for discussion purposes only; no formal action was taken.

ACTION: Review the Action Plan for the San Bernardino International Airport Authority through December 31, 2023.

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no open session public comments.

L. **COMMISSION MEMBER COMMENT**

Mayor Pro Tem Shorett wished everyone a Merry Christmas.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:26 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, January 24, 2024.

Jennifer Farris
Assistant Secretary of the Commission

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 7 PRESENTER: Mark Cousineau, Director of Finance
---	--

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

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

The composition for the requested adjustments are detailed in the attached "Proposed Budget Adjustments Table". The combined net effect on the San Bernardino International Airport Authority's Fiscal Year 2023-2024 Budget, if approved, would be an increase in budgetary net income of \$1,980,750.

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

BACKGROUND INFORMATION

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

The net effect of the proposed budget adjustments is an increase in budgetary net income of \$1,980,750. The \$45,396,000 increase in anticipated expenses and capital outlays is offset by \$47,376,750 in Jet A fuel sales and related fees, permit fees, and capital outlay reimbursements from Inland Valley Development Agency.

The increased demand for Jet A fuel inventory held for sale, \$45,000,000, arises primarily from a combination of increased cargo flights and larger aircraft at SBD International Airport. The remaining \$396,000 is comprised of capital project outlays for improving access control to the North Parking Lot for \$291,500; increased HVAC repair and maintenance activity at the Domestic Terminal for \$54,500; and an additional \$50,000 for professional engineering services to provide planning and development oversight for projects that affect SBIAA infrastructure.

The cost of aviation fuel is recovered at the time of sale with a profit margin, third party into plane fees, and fuel flowage fees that are projected to total \$47,230,000. The remaining \$146,750 of increased revenues and transfers in are comprised of a \$96,750 anticipated reimbursement from The Inland Valley Development Agency for the North Parking Lot project as both agencies share ownership and access points; increase permit fee revenue of \$50,000 charged to permittees for professional engineering services to oversee planning and development that impacts SBIAA roads, stormwater flows, and other infrastructure.

Attachments:

SBIAA FY 2023-24 January 24, 2024, Budget Adjustments Table

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

PROPOSED BUDGET ADJUSTMENTS TABLE

Proposed Adjustments			Approved Budget	Proposed Adjustments	Adjusted Budget
<i>Expenditures & Transfers Out</i>					
A	General Fund	50605 - Professional Services-Engineering	\$ 180,000	50,000	230,000
B	Capital Project Fund	51807 - Land, Road, Parking Improvements	160,000	291,500	451,500
C	Luxivair-SBD (FBO)	47007 - Cost of Fuel-JET A	73,800,000	45,000,000	118,800,000
D	General Fund	50418 - HVAC	84,100	54,500	138,600
Increase (Decrease) in expenditures & transfers out				<u>45,396,000</u>	
<i>Revenues & Transfers In</i>					
A	General Fund	41170 - Permit Fees	330,000	50,000	380,000
B	Capital Project Fund	41490 - Transfers from IVDA	-	96,750	96,750
C	Luxivair-SBD (FBO)	47002 - Fuel Sales-JET A	74,700,000	45,450,000	120,150,000
C	Luxivair-SBD (FBO)	47600 - Third Party Into Plane Fees	3,100,000	880,000	3,980,000
C	General Fund	40100 - Fuel Flowage Fees	2,640,000	900,000	3,540,000
Increase (Decrease) in revenues & transfers in				<u>47,376,750</u>	
Net Budget Adjustment, Revenues in Excess of Expenses				<u>\$ 1,980,750</u>	

Notes

- A** Net zero dollar budget adjustment. Permit fees are charged to third party projects and/or developers equal to SBIAA's cost to acquire professional engineering services to review and approve, plans and oversee development that affects SBIAA land, roadways, stormwater flows, and other infrastructure.
- B** Increase of \$291,500 is offset by an anticipated reimbursement from Inland Valley Development Agency (IVDA) of \$96,750, for a SBIAA net project cost of \$194,750. The North Parking Lot is currently an uncontrolled (no parking fee) lot that is adjacent to SBIAA's Domestic Terminal revenue parking lots. The North Parking Lot project increases the likelihood that airport patrons and workers will utilize a revenue parking lot. SBIAA and IVDA share ownership of the North Parking Lot.
- C** \$2,230,000 net increase in SBIAA revenues in excess of costs (expenses) from increased Jet A fuel sales projected for the remainder of FY 2023-24. Luxivair-SBD projects approximately 11 million more gallons of Jet A aviation fuel will be purchased (\$45,000,000) and sold (\$45,450,000) this fiscal year to meet the increased demand. Luxivair purchases aviation fuel and sells the fuel on a cost-plus margin basis or fuel cost plus third party into plane fees (\$880,000). In addition, SBD International Airport receives a fuel flowage fee (\$900,000) for each gallon of aviation fuel sold at the airport.
- D** \$54,500 increase to fund Domestic Terminal HVAC repairs and maintenance. Increased use and repairs deferred in the period before passenger service was initiated are being addressed to ensure an appropriate environment for both patrons and employees.

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 8 PRESENTER: Michael Burrows, Chief Executive Officer
---	---

SUBJECT: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HERNANDEZ, KROONE AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$50,000 FOR PROFESSIONAL ENGINEERING SERVICES

SUMMARY

This proposed amendment would amend the existing professional services agreement with Hernandez, Kroone and Associates (HKA) to include an additional \$50,000 through the remaining Fiscal Year 2023-24 for professional engineering services required for ongoing Airport development projects. The additional engineering services include ongoing review of the Landing Project by San Manuel and impacts and approvals from the Airport relating to Airport owned utilities and roadways.

RECOMMENDED ACTION(S)

Approve Amendment No. 1 to the Professional Services Agreement with Hernanadez, Kroone and Associates in an amount not to exceed \$50,000 for a total contract amount of \$150,000; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

If the proposed budget adjustment is approved on today's agenda, funding for these professional services will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2023-2024 Budget in the General Fund, Account 50605 – Professional Services-Engineering, for \$230,000 of which \$150,000 is allocated to this agreement.

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

BACKGROUND INFORMATION

The San Bernardino International Airport Authority (SBIAA) Commission approved a Professional Services Agreement with HKA at the June 28, 2023, meeting in the amount of \$100,000. Additional services are necessary for review of airport impacted roads and utilities. Costs for HKA professional services will be recovered by the airport through permit fees.

Staff recommends the Commission approve the above action.

Attachments:

1. Form of Amendment No. 1

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

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

[Hernandez, Kroone & Associates, a California corporation]

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the 24th day of January, 2024, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and HERNANDEZ, KROONE & ASSOCIATES, a California corporation (the "Consultant").

I. RECITALS

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

B. The SBIAA and Consultant desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1 effective January 24, 2024.

II. AGREEMENTS

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

1. The total amount not to exceed for the contract extension Hernandez, Kroone & Associates is \$50,000; for a total revised contract amount as provided in Section 4A of \$150,000 for Fiscal Year 2023/24.

III. MISCELLANEOUS PROVISIONS

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

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

///

[SIGNATURES ON FOLLOWING PAGE]

///

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

SBIAA

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Executive Director

ATTEST:

Jennifer Farris, Assistant Secretary of the Commission

CONSULTANT

Hernandez, Kroone & Associates, a California
corporation

By: _____
Richard R. Hernandez, Principal

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 9 PRESENTER: Jeff Barrow, Director of Development
---	---

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS INC. IN AN AMOUNT NOT TO EXCEED \$98,000.00 FOR THE NORTH PARKING LOT PROJECT

SUMMARY

The award of this construction contract would authorize Leonida Builders Inc. to construct and install underground electrical, and new concrete foundations to support the new SKIDATA parking kiosk systems located in our North Parking Lot.

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

If the proposed budget adjustment is approved on today's agenda, funding for this project will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2023-2024 Budget in the Capital Projects Fund, Account 51807 – Land, Road, Parking Improvements, for \$451,500 of which \$98,000 is allocated to this agreement.

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

BACKGROUND INFORMATION

Due to the growing number of new tenants at San Bernardino International Airport (SBIAA), it is imperative to install barrier gate arms in the Airport's North parking lot, as well as new concrete foundations, electrical systems and underground conduits to support the new SKIDATA parking kiosk systems. The SKIDATA devices improve visitors' parking experience as well as controlling our revenue. This infrastructure enhancement is essential to effectively manage the surge in traffic resulting from the introduction of new flights, new tenants, previously installed EV Chargers, and the Airport's growing industry. This will ensure the smooth flow of vehicles, enhance security, increase pedestrian safety and streamline parking procedures. Upgrading the existing parking infrastructure with gate arms and SKIDATA devices will optimize traffic flow and parking efficiency for our tenants and customers.

Existing concrete foundations will be removed, new underground electrical installed, new concrete foundations will be poured and designed to support the barrier gate arms and comply with safety and construction standards. This project aligns with SBIAA's commitment to providing a safe, efficient and user-friendly experience for passengers, visitors and tenants.

Staff solicited proposals from qualified contractors. (3) proposals were received, with the full project cost identified below:

- | | |
|-------------------------|--------------|
| • Leonida Builders, Inc | \$98,000.00 |
| • AEC Moreno | \$118,486.68 |
| • T&G Construction | \$210,435.92 |

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

Staff recommends the Commission approve the above recommended actions.

Attachments:

1. Site Map
2. Log



Site Location #3

Site Location #2

Site Location #4

Site Location #1

QUOTE SUMMARY SHEET

Agency: SBIAA Requester Name: Issa Massou Date: 1/8/2024 Requesting Division: Property Development Attachments (List): Pricing from three companies Description of project/reason for PR: North Parking Lot Kiosk Project

AEC Moreno				Leonida Builders				T&G Construction				Jergensen Construction			
PRICE	SUB-TOTAL	SAL ES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H
		\$118,486.68				\$98,000.00				\$210,435.92				Declined to Bid	

SELECTED VENDOR: VENDOR 2

JUSTIFICATION FOR SELECTED VENDOR:	VENDOR INFORMATION:	
☒ Lowest overall price	Vendor 1 Company Name:	AEC Moreno
☐ Only vendor that can meet deadline	Address:	236 W Orange Show Rd San Bernardino, CA 92408
☐ Only responsive vendor	Contact information:	hector@aecmoreno.com
☐ Only vendor that carries item(s) needed or equivalent of	Vendor 2 Company Name:	Leonida Builders
Form of communication used to obtain quotes/pricing: Received sales quotes/pricing via email from contacted vendors and also inquired online for cost of unit	Address:	32023 Crown Valley Road Acton, CA 93510
	Contact information:	panikos@leonidabuilders.com
	Vendor 3 Company Name:	T&G Construction
	Address:	4360 Cloud Nine Ave Mojave, CA 93501
	Contact information:	gloria@tgconstruction.net

	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 10 PRESENTER: Mark Dennis, IT Manager
---	---

SUBJECT: APPROVE AN AGREEMENT WITH SKIDATA, INC. IN AN AMOUNT NOT TO EXCEED \$184,286 WITH A 5% CONTINGENCY IN THE AMOUNT OF \$9,214 FOR A TOTAL AMOUNT NOT TO EXCEED \$193,500 FOR THE INSTALLATION OF ACCESS CONTROLS FOR THE NORTH PARKING LOT PROJECT

SUMMARY

In order to control vehicle access to the combined SBIAA/IVDA parking lot located north of Rialto Avenue, staff proposes installation of a SKIDATA parking system with controlled ingress and egress lanes at the Rialto Avenue and Del Rosa Drive locations.

RECOMMENDED ACTION(S)

Approve an agreement with SKIDATA, Inc. in the amount of \$184,286 for the installation of revenue parking lot controls for the parking lot located north of Rialto Avenue, allocate a 5% contingency for any unforeseen conditions in the amount of \$9,214 for a total amount no to exceed \$193,500 for the installation of access controls for the North Parking Lot Project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

If the proposed budget adjustment is approved on today's agenda, funding for this project will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2023-2024 Budget in the Capital Project Fund, Account 51807 – Land, Road, Parking Improvements, for \$451,500 of which \$193,500 is allocated to this agreement.

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

BACKGROUND INFORMATION

On March 23, 2022, the SBIAA Commission approved an agreement with SKIDATA, Inc. to install parking lot revenue controls in the short-term lots adjacent to the SBD Domestic Terminal. Expansion of SKIDATA, Inc. equipment at the adjacent lot located north of Rialto Avenue will ensure commonality across SBD's parking operations and equipment. The SKIDATA systems provide efficient management and control of these access points, with convenient provision of electronic payment and license plate recognition for airport customers. As the number of tenants and the traveling public continue to grow and park at SBD, so too is the need to control access to publicly available parking lots. The existing SKIDATA, Inc. revenue controls have been successfully operating in the Domestic Terminal Parking Lots for over seventeen months.

In an effort to maintain continuity with the active revenue control systems currently in operation, Staff requested per unit pricing from SKIDATA. The Rialto Avenue (SBIAA-owned) and the Del Rosa Ave. (IVDA-owned) locations were selected based on current accessibility and demand. Other locations on the North Parking Lot will continue to be manually controlled until such time as demand increases. The attached SKIDATA proposal addresses the per unit cost of the necessary hardware, software, and equipment necessary to activate these new access points.

This project will be done in cooperation with IVDA with each agency responsible for 50% of the total cost. The total cost to SBIAA for this project is \$96,750 (\$92,143 plus \$4,607 contingency). If authorized under a separate budget adjustment also under consideration, funding for this project would be included in the then approved SBIAA Fiscal Year 2023-2024 Budget in the Capital Projects Fund, Account 51807 – Land, Road, Parking Improvements for \$451,500 of which \$193,500 would be allocated to the North Parking Lot project

Staff recommends that the San Bernardino International Airport Authority Commission approve the above recommended action.

Attachments:

1. Site Map
2. SKIDATA, Inc. Proposal



Site Location #3

Norton Air Force
Base Museum

Air Force photos,
uniforms & memorabilia

US Customs and
Border Protection San...

Site Location #2

Site Location #4

Norton Recreation Center

Operation Grace

San Bernardino
Community College...

Site Location #1

SBD
International
Airport



SKIDATA PROPOSAL

ISSUE DATE: 01/12/2024

VALID UNTIL: 03/11/2024

PROJECT INFORMATION			
PROJECT NAME:	SAN BERNARDINO AIRPORT - ADD 4 NEW SKIDATA LANES PHASE 1 2024 V.B	SKIDATA CONTACT:	GRANT JOHNSON
ACCOUNT NAME:	SAN BERNARDINO AIRPORT PARKING LOTS	PHONE NUMBER:	(424) 634-0747
PROPOSAL #:	278484	E-MAIL ADDRESS:	GRANT.JOHNSON@SKIDATA.COM

PROJECT LOCATION	BILL TO INFORMATION
MARK DENNIS SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY 1601 E 3RD ST #100 SAN BERNADINO, CA 92408 EMAIL: MDENNIS@SBDAIRPORT.COM	MARK DENNIS SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY 1601 E 3RD ST #100 SAN BERNADINO, CA 92408 PHONE: 909 252 7959 EMAIL: MDENNIS@SBDAIRPORT.COM

SOLUTION SUMMARY
SKIDATA HAS A CURRENT 9 LANE SYSTEM AT SAN BERNADINO AIRPORT.
MARK DENNIS AT SBA WANTS TO ADD A NEW SEPARATE CARPARK AT RIALTO AVE. AND DEL ROSA DRIVE WITH ENTRY EXIT AT STREET, AND 1 ENTRY 1 EXIT AT STREET.
SAN BERNADINO AIRPORT WILL FORM AND POUR 2 SEPARATE CONCRETE ISLAND EXTENSIONS APPROXIMATELY 24 FOOT LONG BY 3 FEET WIDE WITH POWER AND DATA CONDUITS AND PULL STRINGS TO THE NEW LPR CAMERAS. NOTE: THE LPR CAMERAS MUST BE A MINIMUM OF 30 FEET FROM THE SKIDATA ENTRY OR EXIT COLUMN.
SKIDATA WILL PULL NEW CAT 6 CABLE, BOLT DOWN ALL THE NEW SKIDATA EQUIPMENT, TEST AND COMMISSION.

INVESTMENT SUMMARY			
EQUIPMENT:	\$ 84,163	EQUIPMENT WARRANTY TERM:	12 MONTHS
SOFTWARE:	\$ 198	PROJECT DATES	
LABOR:	\$ 13,650	YOUR DESIRED GO-LIVE	*05/01/2024
FREIGHT:	\$ 5,604		
FREIGHT SURCHARGE:	\$ 1,401	PROJECT DATES	
ESTIMATED SALES TAX:	\$ 6,733	PREVAILING WAGE	YES
ESTIMATED LABOR TAX:	\$ 0	TAX EXEMPT	NO
ESTIMATED FREIGHT TAX:	\$ 560		
ANNUAL LICENSING FEES INCLUDED:	\$ 5,760		
SUB-CONTRACTED TOTAL:	\$ 49,600		
WAGE OR INSURANCE PREMIUMS:	\$ 4,617		
PROJECT SERVICES:	\$ 12,000		
TOTAL SYSTEM INVESTMENT:	\$ 184,286		

PAYMENT SCHEDULES OF VALUES			
#	PAYMENT DESCRIPTION	%	\$ AMOUNT
1	DEPOSIT CHECK - RETURN WITH SIGNED AGREEMENT TO ACTIVATE THE PROJECT	50%	\$ 92,143
2	ARRIVAL - EQUIPMENT AND SOFTWARE INVOICED ONCE RECEIVED AT SKIDATA	30%	\$ 55,286
3	SUBSTANTIAL COMPLETION - UPON GO-LIVE, AN INVOICE WILL BE ISSUED	15%	\$ 27,643

4	FINAL RETENTION - AT PROJECT CLOSE-OUT, A FINAL INVOICE WILL BE ISSUED	5%	\$ 9,214
---	--	----	----------

PROPOSAL STATEMENT OF WORK

SKIDATA HAS A CURRENT 9 LANE SYSTEM AT SAN BERNADINO AIRPORT.

MARK DENNIS AT SBA WANTS TO ADD A NEW SEPARATE CARPARK WITH 2 ENTRY AND 2 EXITS AT RIALTO AVE. AND DEL ROSA DRIVE

SKIDATA WILL ADD AT TOTAL OF 4 LANES (2 LANES IN/2 LANES OUT)

LOCATION 1: AT RIALTO AVE

PHASE 1A – ENTRY LANE #1 THIS WILL BE AN AUTOMATED ENTRY LANE WITH ENTRY COLUMN, GATE AND LPR. BOOTH WILL REMAIN, BUT NOT BE MANNED.

PHASE 1A – EXIT LANE #1 THIS WILL BE AN AUTOMATED EXIT LANE WITH EXIT COLUMN, GATE AND LPR.

REQUIRED FIBER AND NETWORK SWITCH WILL BE INSTALLED AND SUPPLIED BY SAN BERNADINO AIRPORT IT DEPARTMENT.

SAN BERNADINO AIRPORT WILL FORM AND POUR 2 SEPARATE CONCRETE ISLAND EXTENSIONS APPROXIMATELY 24 FOOT LONG BY 3 FEET WIDE WITH POWER AND DATA CONDUITS AND PULL STRINGS TO THE NEW LPR CAMERAS. NOTE: THE LPR CAMERAS MUST BE A MINIMUM OF 30 FEET FROM THE SKIDATA ENTRY OR EXIT COLUMN.

LOCATION 2: AT DEL ROSA DRIVE - PLEASE NOTE THERE ARE CURRENTLY 2 ENTRY LANES AND 2 EXIT LANES. SAN BERNADINO WILL USE K RAIL TO CLOSE OFF 1 ENTRY LANE AND 1 EXIT LANE.

SKIDATA WILL INSTALL

PHASE 1B – ENTRY LANE #1 THIS WILL BE AN AUTOMATED ENTRY LANE WITH ENTRY COLUMN, GATE AND LPR. BOOTH WILL REMAIN, BUT NOT BE MANNED.

PHASE 1B – EXIT LANE #1 THIS WILL BE AN AUTOMATED EXIT LANE WITH EXIT COLUMN, GATE AND LPR.

REQUIRED FIBER AND NETWORK SWITCH WILL BE INSTALLED AND SUPPLIED BY SAN BERNADINO AIRPORT IT DEPARTMENT.

2 ENTRY LANES WILL BE EQUIPPED WITH

- POWER.GATE BUSINESS UNIT MODELS
- MOUNTING PLATES
- RECEIPT STYLE TICKETS
- BARCODE READER
- HID READER, BY SAN BERNADINO AIRPORT IT DEPARTMENT.
- COMMEND INTERCOM
- OFFSET BOLLARD
- SKIDATA WILL SAWCUT ALL NEW LOOPS

2 EXIT LANES WILL BE EQUIPPED WITH

- POWER.GATE BUSINESS UNIT MODELS
- MOUNTING PLATES
- RECEIPT PRINTER
- BARCODE READER TO VERIFY TICKETS
- WINDCAVE COMBO EMV TERMINAL
- HID READER, BY SAN BERNADINO AIRPORT IT DEPARTMENT.
- COMMEND INTERCOM
- OFFSET BOLLARD
- SKIDATA WILL SAWCUT ALL NEW LOOPS

4 BARRIERS

- BARRIER.GATE BUSINESS MODEL
- MOUNTING PLATES

- 10FT STRAIGHT ARMS
- STRAIGHT BOLLARD
- SKIDATA WILL SAWCUT ALL NEW LOOPS

4 LPR

- 4 INEX LPR CAMERA KIT
- 4 LPR POLES
- BOLLARD TO PROTECT POST
- 4 LPR LOOPS

SOFTWARE AND MISC. ITEMS

- EXTRA TICKET PAPER
- SPARE BARRIER BOLTS

PREVAILING WAGE INCLUDED IN PROPOSAL

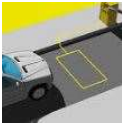
CUSTOMER WISHES TO HAVE THOSE GUESTS WHO USE THE CUSTOMER PROVIDED EV CHARGING STATIONS TO GET FREE OR REDUCED PARKING. SKIDATA'S SOLUTION WOULD BE TO HAVE CUSTOMER EV VENDOR (CHARGE POINT) TO TEXT A QR CODE TO THE EV OWNERS CELLPHONE WHICH CAN BE SCANNED FOR VALIDATION AT SKIDATA EXIT LANE. EV VENDOR WILL NEED TO PROVIDE ALL NECESSARY QR CODE INFORMATION SO SKIDATA CAN PROGRAM INTO SKIDATA. SKIDATA RECOMMENDS EACH CODE BE UNIQUE SO ONCE USED, IT CAN BE USED AGAIN. SKIDATA DOES SOMETHING SIMILAR WITH TARGET AND THEIR RECEIPTS. NOTE: CUSTOMERS WILL DRIVE TO THE EXIT, LPR WILL BE READ AND RATE WILL BE DISPLAYED ON THE EXIT COLUMN. THEN THE CUSTOMER WILL SCAN THE CHARGEPOINT QR CODE WHICH WILL REDUCE THE PARKING FEE.

1. SKIDATA WILL CREATE APPROXIMATE SHOP DRAWINGS BASED ON SATELLITE IMAGES. THESE WILL NOT BE EXACT.
2. ALL DEMO, NEW CONCRETE, NEW CONDUIT WITH PULL STRINGS (AS SHOWN ON SKIDATA SHOP DRAWINGS) BY SAN BERNADINO AIRPORT.
3. ALL FIBER OPTIC AND NETWORK SWITCHES AT ISLANDS BY SAN BERNADINO AIRPORT.
4. SKIDATA ASSUMES ALL EXISTING 115VAC CONDUITS AND POWER CABLES ARE IN GOOD CONDITION. IF NOT, THEY WILL BE REPLACED BY SAN BERNADINO AIRPORT.
5. ALL NEW CAT 6 CABLE WITHIN THE CONCRETE ISLANDS BY SKIDATA. THIS WILL INCLUDE CAT 6 CABLE FROM THE BOOTH MOUNTED NETWORK SWITCHES TO THE GATES, ENTRY COLUMNS, EXIT COLUMNS, CREDIT CARD READERS, INTERCOMS AND LPR CAMERAS.
6. ALL NEW REQUIRED LOOPS, SAWCUT, INSTALLED AND SEALED BY SKIDATA. LOOPS GENERALLY LAST 15 YEARS. SKIDATA IS ASSUMING ALL EXISTING LOOPS NEED TO BE REPLACED.
7. PHASE 1 – INSTALL 2 LANES AT RIALTO AND INSTALL 2 LANES AT DEL ROSA
8. SKIDATA WILL BOLT DOWN ALL SKIDATA EQUIPMENT LISTED, CONNECT 115VAC POWER, CAT 6 CABLE, TEST AND COMMISSION.

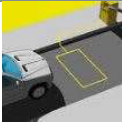
SITE LOCATION SUMMARY															
#	LOCATIONS	INVESTMENT	ENTRY BARRIER	EXIT BARRIER	POWER \ LITE ENTRY	ACCESS ENTRY	POWER EXIT	ACCESS EXIT	LPR CAMERA	EXIT CASHIER	CASH POF	CREDIT CARD POF	LED SIGNS	SPACE SENSORS	SERVER / WORKSTATION
1	ENTRY COLUMNS	\$ 25,313	0	0	2	0	0	0	0	0	0	0	0	0	0
2	EXIT COLUMNS	\$ 30,144	0	0	2	0	0	0	0	0	0	0	0	0	0
3	BARRIER GATES	\$ 27,311	4	0	0	0	0	0	0	0	0	0	0	0	0

4	LPR CAMERAS	\$ 28,640	0	0	0	0	0	0	4	0	0	0	0	0	0
5	SOFTWARE & MISC.	\$ 6,661	0	0	0	0	0	0	0	0	0	0	0	0	0
SITE LOCATION TOTAL		118,069	4	0	4	0	0	0	4	0	0	0	0	0	0
PROJECT SERVICES		\$ 12,000													
WAGE AND INSURANCE PREMIUMS		\$ 4,617													
UNASSIGNED SUBCONTRACTORS		\$ 49,600													

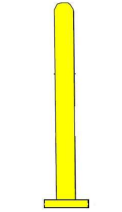
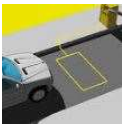
LOCATION: SOFTWARE & MISC. SYSTEM COMPONENTS				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
1	 SKIDATA BARRIER TOOL KIT	\$ 40.00	1	\$ 40
2	 THERMAL PAPER ROLL LARGE - POWER.GATE ORDER IN QUANTITIES OF 2, ECO 105G/M ² , PHENOL-FREE, UP TO 6400 TICKETS PER ROLL, LENGTH: 576M	\$ 41.06	16	\$ 657
3	 BARRIER.GATE LAYING BOLT (SHEAR) SHEAR BOLTS FOR SKIDATA BARRIER GATE	\$ 6.00	15	\$ 90

LOCATION: EXIT COLUMNS SYSTEM COMPONENTS				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
4	 POWER.GATE EXIT - BUSINESS POWER.GATE EXIT BUSINESS PACKAGE. INCLUDES FULL COLOR TOUCHSCREEN, CONTOUR LIGHT STRIPE, RFID READER, INFORMATION DISPLAY FIELD, 2D BARCODE SCANNER, TOP LANE SIGNAL, AND FULL HEIGHT ADVERTISING	\$10,736.30	2	\$ 21,473
5	 PP TOP OFFSET BOLLARD 47.5" TALL BOLLARD WITH 7" OFFSET, DOME TOP, SAFETY YELLOW FINISH	\$ 275.00	2	\$ 550
6	 INSTALL LOOP (NEW) - 2022 SAW-CUT, LAY AND SEAL VEHICLE LOOP.	\$ 500.00	2	\$ 1,000

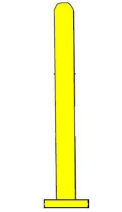
LOCATION: ENTRY COLUMNS SYSTEM COMPONENTS				
#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
7	INSTALL LOOP (NEW) - 2022	\$ 500.00	2	\$ 1,000

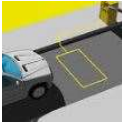
		SAW-CUT, LAY AND SEAL VEHICLE LOOP.			
8		POWER.GATE ENTRY - BUSINESS POWER.GATE ENTRY BUSINESS PACKAGE. INCLUDES FULL COLOR TOUCHSCREEN, CONTOUR LIGHT STRIPE, RFID READER, INFORMATION DISPLAY FIELD, 2D BARCODE SCANNER, TOP LANE SIGNAL, AND FULL HEIGHT ADVERTISING	\$9,480.22	2	\$ 18,960

LOCATION: LPR CAMERAS
SYSTEM COMPONENTS

#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
9	 INEX LPR LANE BUNDLE 2022 INEX IZA500G ALPR CAMERA SYSTEM WITH TWO SENSORS (OV & LPR), POLE MOUNT, POST, INEX SKIDATA SOFTWARE, POWER SUPPLY AND LOOP DETECTOR	\$4,217.74	4	\$ 16,871
10	 PP STRAIGHT BOLLARD 36" TALL, 3.5" OD STRAIGHT BOLLARD, DOME TOP, SAFETY YELLOW FINISH	\$ 255.00	4	\$ 1,020
11	 INSTALL LOOP (NEW) - 2022 SAW-CUT, LAY AND SEAL VEHICLE LOOP.	\$ 500.00	4	\$ 2,000

LOCATION: BARRIER GATES
SYSTEM COMPONENTS

#	BUNDLE NAME	UNIT PRICE	QTY	EXTENDED PRICE
12	 PP STRAIGHT BOLLARD 36" TALL, 3.5" OD STRAIGHT BOLLARD, DOME TOP, SAFETY YELLOW FINISH	\$ 255.00	4	\$ 1,020
13	 ENTRY BARRIER.GATE - BUSINESS HIGH QUALITY BARRIER.GATE DEVICE FOR THE US- AND CANADIAN MARKET WITH NRTL/UL CERTIFICATION. INCLUDES LIGHT STRIPE, LED HEAD AND WARNING LIGHT	\$4,419.51	4	\$ 17,678

14		INSTALL LOOP (NEW) - 2022 SAW-CUT, LAY AND SEAL VEHICLE LOOP.	\$ 500.00	4	\$ 2,000
----	---	--	-----------	---	----------

PROJECT SERVICES			
#	PROJECT SERVICE NAME		TOTAL PRICE
1		COMMISSIONING	\$ 6,000
2		ADDITIONAL INSTALLATION	\$ 0
3		PROJECT MANAGEMENT	\$ 6,000
4		TRAINING	\$ 0
5		CUSTOM SOLUTION	\$ 0

SUB-CONTRACTED SERVICES			
SUB-CONTRACTOR	SITE LOCATION	SUB-CONTRACTOR TRADES & DESCRIPTION	SUBTOTAL
DTLA ELECTRIC INC	ALL	FULL INSTALL, ISLANDS, PULL DATA, LPR CAMERAS TRADES: Electrical	\$ 49,600

RECURRING ITEMS INCLUDED IN FIRST YEAR SUBSEQUENT YEAR FEES TO BEING 12 MONTHS FROM BENEFICIAL USE OF SYSTEM BY CUSTOMER				
#	SERVICE	UNIT PRICE	QTY	ANNUAL TOTAL PRICE
1	MOBILITY SUITE BUSINESS SAAS ANNUAL FEE PER LANE - V14/15 MOBILITY SUITE FEE COVERS THE INITIAL SETUP OF CLOUD-BASED SERVICES & LOCAL SOFTWARE. ONGOING ANTIVIRUS SERVICE & MAINTENANCE UPDATES, AS WELL AS UPGRADES VIA AUTOMATED SOFTWARE MAINTENANCE SERVICE	\$1,440.00	4	\$ 5,760

This Proposal is subject to the Terms and Conditions attached to this Proposal and is effective on the last date of signature. If this Proposal is not signed within thirty calendar days from the date on the cover page, all pricing, service terms, project dates are subject to change and/or rescopeing.

AGREED

SIGNATURE:	_____	SIGNATURE:	_____
PRINTED NAME:	_____	PRINTED NAME:	_____
TITLE:	_____	TITLE:	_____
ORGANIZATION:	_____	ORGANIZATION:	SKIDATA, INC _____
DATE SIGNED:	_____	DATE SIGNED:	_____
PURCHASE ORDER:	_____		

CUSTOMER ACCOUNT INFORMATION FORM

SKIDATA[®] 4.0
KUDELSKI GROUP
DRIVING YOUR DIGITAL FUTURE

Name of Parking Facility: _____

Bill To:

Legal Entity Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ - _____

Bus. Phone: _____ Cell Phone: _____

A/P Contact: _____

A/P Phone: _____ E-mail: _____

Are you a Municipal, State, or Federal Government-Owned Corporation? ☐ Yes ☐ No

Are you Tax Exempt? ☐ Yes ☐ No | If Yes, please provide Certificate of Exemption.

Business Entity Type:

(Please select all that apply)

☐ Owner

☐ Property Manager

☐ Car Park Operator

☐ General Contractor

☐ Other: _____

Preferred Contact Method: ☐ Business Phone ☐ Cell Phone ☐ Mail ☐ E-mail

Preferred Invoice Delivery Method: ☐ Mail ☐ E-mail

Ship To:

☐ (If Same as Billing Address)

Location Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ - _____

Shipping Contact: _____

Shipping Phone: _____ E-mail: _____

If the Parking Facility's location is different than the Shipping Address, please provide the Facility Location:

Facility Location:

☐ (If Same as Shipping Address)

Location Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ - _____

Please Note: All fields are required. We will not be able to process your contract with incomplete information.

X

Customer Representative

Date

Title

Please Return Completed Form to:
ar.us@skidata.com

For Questions, Please Contact:
John Allen Stokes II | Contract Administrator
US_AR.Contracts@skidata.com | 818.538.2144

Mobility Subscription Packages		Eco Saas		Business Saas		Premium Saas	
Core Solution Parking Logic, Paratech, Digital Software Delivery (DS), Central Asset Management (CAM), Windows Server, License, Updates & Upgrades, DMU HW/PRO-ETX boards + labor for upgrades / updates	Monitoring & Control Basic	per lane, yearly	included	per lane, yearly	included	per lane, yearly	included
			included		included		included
			included		included		included
			included		included		included
			6 months included		12 months included		24 months included
			add-on option		included		included
			add-on option		included		included
			add-on option		included		included
			add-on option		add-on option		add-on option
			add-on option		add-on option		add-on option
Digital Signage		add-on option		included		included	
Premium B2B Parker Management		add-on option		add-on option		included	
Webshop B2C Flat fee parking pay per use parking, parking reservations		add-on option		add-on option		included	
Parking Guidance Integration with local 3rd party guidance system		add-on option		add-on option		included	
Single Space Recognition Integration with local 3rd party SSR system		add-on option		add-on option		included	
Custom PSP for Mobile Payment		add-on option		add-on option		included	
Monitoring & Control Premium		add-on option		add-on option		included	
Analytics Pro User		add-on option		add-on option		1 user included	
Additional Data Availability for Reporting & Analytics		add-on option		add-on option		add-on option	
Analytics Basic User		add-on option		add-on option		add-on option	
EV-Charging		add-on option		add-on option		add-on option	

Solution Subscription Conditions

1. Subject Matter

These Solution Subscription Conditions (hereinafter referred to as the "**Conditions**" or "**Terms**") govern the use of SKIDATA's embedded software Solution within Skidata hardware by purchaser-users ("**Customer(s)**"). By using the Solution, Customer agrees to be bound by these Conditions.

2. Definitions

For the purposes of these Conditions, the following terms shall have the meaning assigned to them under this section:

"Agreement": The entirety of the provisions governing the use of SKIDATA's Solution by Customer, including these Conditions, the Order Form, and Factsheet incorporating each by reference in full.

"Customer": The (natural or legal) person having signed the Order Form.

"Expert Services": The expert services elements of the Solution as defined in Schedule 4: Expert Services Terms.

"Factsheet": The document provided by SKIDATA to Customer further detailing the technical specifications and operating procedures and conditions of the Solution.

"Hardware": The hardware elements of the Solution.

"Hosted Services": The software elements of the Solution which are hosted by SKIDATA.

"Interfaces": Shall have the meaning assigned to it in Schedule 4.

"Order Form": SKIDATA's order form proposal, detailing Solution deliverables agreed to by Customer, and incorporating this Agreement by reference.

"SKIDATA": SKIDATA Inc., a Delaware company registered in the United States of America whose U.S.-based corporate office is at 6611 Odessa Avenue, Van Nuys, California 91406. SKIDATA may also contract with Customer through a SKIDATA affiliated company in which case "SKIDATA" shall refer to such affiliated company.

"Solution": the combination of Software, Hardware, Hosted Services, Interfaces and Expert Services included in the per-lane license ordered by Customer from SKIDATA in the Order Form.

"Software": The software elements of the Solution which are hosted by customer on-premise or installed locally on the Hardware.

3. Term, Termination

3.1. Except where provided otherwise in the Order Form, the Agreement shall be entered into for a period of five (5) years, after which it will be automatically renewed in one (1) year terms until it is terminated by either party by giving at least two (2) months' written notice to the other party.

3.2. In case of any material breach of the Agreement by a party, the other party is entitled to terminate the Agreement with immediate effect by means of a written declaration, provided that the breaching party was requested in writing to remedy the breach within a period of thirty (30) days, whereby the breach of the Agreement must be specifically described, and provided that the breaching party fails to remedy such material breach. The non-payment of the license fee is considered a material breach of Agreement.

3.3. Except as provided herein, any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

4. Payment

4.1. Unless indicated otherwise herein, all invoices are due within thirty (30) days of the invoice date. Payments are to be made in United States Dollars ("USD") without any deductions. SKIDATA will only accept payment via ACH or other electronic payment unless another payment is mutually agreed upon.

Payment shall be deemed to have been made as soon as the amount has been credited to SKIDATA's bank account. All reoccurring fees payable hereunder will be subject to upward adjustment on January 1st of the year succeeding the Effective Date by an amount proportionate to inflation for the preceding twelve (12) month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) for All Urban Consumers, U.S. city average, all expenditures except food and energy, as published by the United States Bureau of Labor Statistics.

4.2. Recurring payments are due in advance on the fifth (5th) day of the agreed invoicing period (e.g. month, quarter, year).

4.3. SKIDATA shall be entitled to charge default interest of one and one-half percent (1.5%) per month in the event of late or default of payment by Customer. In addition, Customer shall reimburse SKIDATA all costs of extrajudicial (e.g. dunning process) and judicial debt collection.

4.4. If SKIDATA withdraws from these Conditions due to default in payment, it is entitled to claim or retain fifteen percent (15%) of the agreed price as a contribution to expenses. SKIDATA reserves the right to assert further claims for damages.

4.5. Upon providing ten (10) days' notice, in case of non-payment, SKIDATA may suspend functionality of the Solution at its own sole discretion. Customer acknowledges that parts of the equipment not included in the Solution may stop functioning without the Solution.

5. Liability; Indemnification

5.1. SKIDATA shall only be liable for its own acts or omissions and not for acts or omissions of third parties, including but not limited to events or activities originating outside the systems of SKIDATA (such as internet disturbances or malfunctions in third party systems), except in case such events were caused by the gross negligence of SKIDATA.

5.2. EXCEPT FOR CLAIMS FOR PERSONAL INJURY, DEATH, OR INTENTIONAL MALICIOUS ACTS, THE TOTAL LIABILITY OF SKIDATA UNDER THESE CONDITIONS TOWARDS CUSTOMER FOR BREACH OF CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY IN ANY CALENDAR YEAR IS LIMITED TO AN AMOUNT EQUAL TO TEN THOUSAND (\$10,000) USD. IN NO EVENT SHALL SKIDATA BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH THESE CONDITIONS.

5.3. SKIDATA will indemnify, defend and hold harmless Customer, its officers, directors, employees, agents, affiliates, and end-users from and against any third-party claims ("**Claim(s)**") that any portion of the SKIDATA manufactured Solution provided to Customer under these Conditions infringes any patent, copyright, trademark or trade secret provided that Customer (a) promptly notifies SKIDATA in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to SKIDATA, (c) gives SKIDATA sole authority to control the defense and settlement of the Claim, and (d) provides SKIDATA full disclosure and reasonable assistance as required to defend the Claim. In the event the Solution may, in SKIDATA's reasonable opinion, infringe, SKIDATA at its option and expense may do the following: (i) secure for Customer the right to continue the use of the alleged infringing item, (ii) replace the alleged infringing item with a substantially equivalent non-infringing item, or (iii) modify the alleged infringing item to be non-infringing. In the event SKIDATA is unable to perform the options previously listed (i) through (iii), Customer will then return the deliverable to SKIDATA and SKIDATA will refund Customer the amount paid for such item. THIS INFRINGEMENT SECTION IS SKIDATA'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CUSTOMER'S INABILITY TO USE THE DELIVERABLE OR ANY PORTION OF THE SOLUTION DUE TO ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT.

5.4. SKIDATA will have no indemnification obligations where: (a) Solution was in accordance with Customer's or Customer's end-user's sole design or specifications, (b) Customer or Customer's end-user alters the Solution, (c) Customer or Customer's end-user combines the Solution with materials not supplied or approved by SKIDATA and such infringement would not have occurred absent such combination, or (d) Customer or Customer's end-user continues to use the Solution after receiving written notice from SKIDATA to stop using the Solution. In no case shall SKIDATA be liable for any consequential, incidental, indirect, special, punitive, or exemplary damages (including, without limitation, lost profits, business, or goodwill) suffered or incurred by Customer. In no case shall SKIDATA be liable for any damages arising out of Customer's negligent, reckless, or willful conduct.

5.5. SKIDATA's indemnification obligations are conditioned upon Customer (i) notifying SKIDATA promptly of any threatened or pending Claim, provided that failure to provide such notice will only relieve SKIDATA of its indemnification obligations to the extent its ability to defend or settle an applicable Claim is materially prejudiced by such failure to provide notice; (ii) giving SKIDATA, at SKIDATA's expense, reasonable assistance and information requested by SKIDATA in connection with the defense and/or settlement of the Claim; and (iii) tendering to SKIDATA sole control over the defense and settlement of the Claim. Customer counsel or their appointed counsel of choice will have the right to participate in the defense of the Claim at Customer's own expense without setoff, reimbursement, or payment whatsoever from SKIDATA. Customer will not, without the prior written consent of SKIDATA, make any admission or prejudicial statement, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened Claim.

6. Confidentiality

6.1. Each party receiving information ("**Recipient**"), whether directly or indirectly, from the other party ("**Disclosing Party**") shall treat as confidential all such information in any medium or format (whether marked "confidential" or not) which concerns the business, operations, software, or customers of the Disclosing Party and which can reasonably be deemed to be of a confidential nature ("**Confidential Information**"). The contents and existence of this Conditions is considered Confidential Information.

6.2. The Recipient may only use the Confidential Information for the purposes of performing the activities set out in this Conditions.

6.3. The Recipient may only provide its employees, directors, subcontractors and professional advisers (Permitted Users) with access to the Confidential Information on a strict "need-to-know" basis for this purpose.

6.4. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence. Where a Permitted User is not an employee or director of the Recipient (and is not under a professional duty to protect confidentiality) the Recipient shall ensure that the Permitted User shall enter into a written confidentiality undertaking with the Recipient on substantially equivalent terms to this clause.

6.5. The obligation of confidentiality as described in this clause shall remain in effect also following the termination of the Conditions, regardless of the grounds for termination.

6.6. This obligation of confidentiality shall not apply to any information which

- 1)** is in or subsequently enters the public domain other than as a result of a breach of this confidentiality obligation;
- 2)** has been or is subsequently received by the Recipient from a third party which is under no confidentiality obligation in respect of that information; or
- 3)** is required to be disclosed any competent regulatory authority or court – subject to the obligation of the Recipient to give immediate notice of such requirement to the Disclosing Party (where lawful and practical to do so) – so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.

7. Schedules

7.1. The following schedules are incorporated herein by reference in full, to the extent applicable to Customer's receipt of such services:

- Schedule 1: Software Terms
- Schedule 2: Hardware Terms
- Schedule 3: Hosted Services Terms
- Schedule 4: Interface Terms
- Schedule 5: Expert Services Terms

7.2. In case of any conflict of the provisions in the Conditions, the following order of precedence shall be observed:

- 1)** Order Form
- 2)** Factsheet
- 3)** Schedules
- 4)** These Conditions

8. Intellectual Property

8.1. SKIDATA and/or its licensors are exclusively entitled to all rights to the Solution derived from patent rights, trademark rights, design protection, copyrights or other Intellectual Property Rights or otherwise from the creation of the Solution as well as related documents, specifications, samples, models, drawings, printing plates, photographs, and other material shall remain the Intellectual Property of SKIDATA, including any improvements or alterations made to the Solutions or services during SKIDATA's performance under these Conditions.

8.2. "Intellectual Property" shall mean any and all information developed by SKIDATA in relation to the Solution, ancillary services, or otherwise and shall include trademarks, copyrights, service marks, trade names, logos, domain names, designs, emblems, insignia, fascia, slogans, videos, applications, know-how, information, patents, trade secrets, Proprietary Information (as defined in section 16), standards, specifications, techniques, teaching methods, schemes and materials, management methods, standard operational procedures, drawings, architectural plans and layouts, equipment standards, training manuals, user manuals, books and catalogues, handbooks, curricula, advertising and marketing material including leaflets, brochures, posters, stickers and flyers, and other material(s) and/or creation(s) irrespective of the medium and format (including inter-alia through a web platform), whether or not registered or capable of registration and all other proprietary rights whatsoever, whether owned by or available to SKIDATA now or in future, anywhere in the world.

8.3. "Intellectual Property Rights" shall mean and include (i) all possible rights, benefits, title or interest in or to the Intellectual Property, anywhere in the world, (whether registered or not and including all applications for the same and any extensions and renewals thereof) including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, (ii) any goodwill in relation to or in connection with the same, (iii) any licenses, permissions and grants in connection therewith; (iv) applications for any of the foregoing and the right to apply for them in any part of the world, (v) the right to obtain and hold appropriate registrations for any of the foregoing, (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

9. Data Protection; Consumer Privacy Laws; Remote Access Support.

9.1. To the extent SKIDATA has access to Customer's data or devices, SKIDATA may collect, forward, and use Customer's data for i) fulfilment of these Conditions, ii) improvement of product and services, and iii) billing or general customer service purposes. SKIDATA may transfer such data to affiliated companies or third parties commissioned to process data for SKIDATA insofar as it is related to perform or make improvements to Products and Services. SKIDATA will attempt to refrain from disclosing personal information to third parties.

9.2. In order to troubleshoot and diagnose any potential issues with the product and services, Customer agrees to allow SKIDATA remote access to Customer's devices including Customer's network(s), computers, or servers. If Customer's site is accessible to SKIDATA via BeyondTrust (Bomgar), SKIDATA will connect and triage Customer's reported issue remotely.

10. General Provisions

10.1. Governing Law. The laws of California shall govern any and all reference of law provisions.

10.2. Venue; Jurisdiction. The California courts at the seat of SKIDATA shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim arising out of or in connection with the Conditions, including any question regarding its existence, validity, formation, or termination. However, SKIDATA is entitled to bring a claim against Customer before the court having subject matter and local jurisdiction at the seat of Customer.

10.3. Severability. Should any provision contained in the Conditions be or become ineffective or unlawful, this shall not affect the validity of the remaining provisions. The parties shall replace any ineffective or unlawful provision with an effective and lawful provision most closely reflecting the Parties' original economic intent.

10.4. Waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Conditions or to exercise any rights or remedies under this Conditions will

not be interpreted or construed as a waiver of such party's right to assert or rely upon such provision, right, or remedy in that or any other instance.

10.5. Entire Agreement. This Conditions constitutes the entire agreement of the parties and supersedes any and all previous agreements between the parties regarding the subject matter of the Conditions.

10.6. Force Majeure. Except for the obligation to pay, neither Party is liable for failure to fulfill its obligations under these Conditions due to causes beyond its reasonable control, including but not limited to (each an act of "**Force Majeure**"): (1) war, warlike operations, armed aggression, insurrection, riots; (2) fires, floods, explosions, earthquakes, inclement weather; (3) any acts of a Government, governmental priorities, allocation regulations or orders; (4) acts of God or of the public enemy; (5) failure of or delays in transportation; (6) epidemics, quarantine restrictions, or other similar circumstances; (7) inability to procure materials or parts including unavailability of Original Equipment Manufacturer ("OEM") parts; and (8) labor troubles causing cessation, slowdown, work stoppage or interruption of work. SKIDATA shall not be liable for failure to fulfill its obligations under these Conditions for delays of any type that are caused, in whole or part, by Customer or Customer's end-user.

10.7. Assignment. The Conditions shall not be assigned by either party in whole or in part (by contract, merger, operation of law, or otherwise). Any attempted assignment in violation of this provision is void.

10.8. Changes to Conditions. SKIDATA reserves the right to revise the terms of these Conditions by giving at least thirty (30) days' written notice to Customer. Notice delivered via electronic means shall suffice for the purposes of this clause. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer may terminate the Conditions by giving at least one (1) month written notice to SKIDATA (such termination notice to be sent at the latest sixty (60) days after Customer received notice of the change).

Schedule 1: Software Terms

These terms apply to Customer's use of the Software.

1. License

1.1. The Customer is granted a non-exclusive, non-transferable, non-sublicensable, right to use the Software limited to the term of these Conditions. Skidata retains all right, title and interest in any pre-existing Intellectual Property which may be used in performing the services, including any modifications or improvements made during the performance of the services.

1.2. The Software may only be used within the scope of the contract and in connection with the contractually specified solution. All other use of the Software, particularly in connection with third-party products, requires the explicit written consent of SKIDATA. Skidata may provide to Customer access and use of Software, application programming interface (**API**), portal, user IDs, tokens, passwords, and computer tools as necessary for Customer to use the Software under these Conditions (the "**Software Tools**") and associated documentation and material (the "**Documentation**")

1.3. The license entitles the Customer to install, load, and use the Software for its current business activities in the manner as described to SKIDATA. The Customer shall purchase the requisite number of licenses corresponding to the number of entry and exit lanes. Software may only be used with compatible SKIDATA products and systems. Even if Software is made available to the Customer on a DVD or any other physical data carrier, SKIDATA shall remain the owner of the Software and all trademarks, copyrights, patents, trade secrets and other intellectual property rights relating thereto. The source code shall not be part of the Conditions.

1.4. Software by the Microsoft Corporation is additionally subject to compliance of the Customer with the applicable End User License Agreement (EULA) are provided to Customer by SKIDATA.

2. Responsibilities of the Customer

2.1. SKIDATA and persons authorized by SKIDATA shall be entitled to execute an audit by examining the systems, computers, books, records and accounting records of the Customer during normal business hours as far as they are connected to Software provided under the Conditions. If such audit discloses that the number of lanes exceeds the number of the licenses, the Customer shall promptly pay the license fee for all additional devices. Customer shall also pay the license fee for the use of the Software in the past.

2.2. To the extent the Customer is allowed to exchange Hardware, the Customer shall remove Software from the exchanged equipment and provide evidence for such removal.

2.3. Without the written consent of SKIDATA the Customer shall not nor allow any third party to: a) sell, rent, lease, redistribute, assign or otherwise transfer the Software Tools to any unaffiliated third party except as expressly permitted by the Skidata, b) reverse engineer, decompile, disassemble, disable the Software Tools or otherwise attempt to derive the source code, trade secrets or know-how in or underlying any Software Tools or portion thereof, c) reproduce, modify, translate or create derivative works of all or any part of the Software Tools or of the Documentation except that Customer may make reasonable numbers of copies of the Documentation for its internal use as it pertains to these Conditions, d) remove, alter, or obscure any proprietary notice, labels or marks on the Software Tools, e) combine the Software with any kind of open-source software, or f) use the Software Tools for any illegal, unauthorized, or other improper purposes. If the Customer creates a back-up copy in accordance with these Conditions, the Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy.

2.4. The use of the Software may require third-party components and/or other system requirements in order to work in accordance with design specifications. The corresponding requirements are described in the documentation for the respective product. These third-party components may be supplemented or modified by SKIDATA at its sole discretion, however, the Customer is responsible for obtaining, installing, maintaining, and operating any third-party components. For certain third-party components, additional agreements may apply, which shall be observed by the Customer. The use of third-party components is at the risk of the Customer. SKIDATA shall not be liable for damages or losses caused by third-party components. All costs and fees for third-party components shall be borne by the Customer in addition.

3. Maintenance, Updates and Upgrades

3.1. Software updates, service packs, hot fixes, and patches (collectively, "**Update(s)**") may be provided to the Customer, as such are available to comply with the applicable laws, regulations and/or compatibility requirements, including but not limited to security-related and operational standards developed by ISO or the PCI Security Standards Council LLC.

3.2. In addition, Software upgrades including new releases or versions of Software (collectively, "**Upgrade(s)**") may be provided to the Customer, as such are available.

3.3. The Customer acknowledges and accepts that SKIDATA, using software for automated software download ("Digital Software Delivery" or "DSD"), may download Software for improving system quality from a central SKIDATA server to Customer's system via a secure connection and pre-install it locally. To complete the Software installation, the client has the choice to complete the installation automatically or manually.

3.4. The Customer acknowledges that, according to the respective release planning, older versions of Software may no longer be supported after the expiry of a certain period.

3.5. No provision of these Conditions obliges the Customer to install Updates or Upgrades but SKIDATA recommends their immediate installation. In case of non-installation of released Updates and Upgrades, Customer acknowledges potentially endangering the security and operability of Software and related systems, infringing third-party rights, or violating respective laws and regulations. Customer acknowledges and agrees that all consequences of non-installation of Updates and Upgrades are at the sole risk of the Customer. The Customer acknowledges and agrees that SKIDATA shall not be liable for damages that would otherwise have been prevented but for Customer's non-installation of a respective Update and/or Upgrade.

3.6. The Customer acknowledges and accepts that SKIDATA uses Software ("Connected Asset Management" or "CAM") for the purpose of improving service quality, which collects system data – such as, but not limited to, topology, Hardware and Software version and serial numbers, status of the Software, and time of installation – from the Customer.

3.7. Fees associated with Updates and Upgrades are included in the scope of the Conditions.

4. Warranty

4.1. Software is provided "as-is". Any suitability for a purpose other than the one expressly agreed upon and a warranty which may be associated with it, is excluded.

4.2. The warranty applies solely to the fact that the Software has the functionalities and characteristics described in the product description provided that the system performance and maintenance requirements are fulfilled by Customer. The warranty period shall be six (6) months and shall commence upon the time of delivery.

4.3. It is technically impossible to produce Software that is free of any defect; the Customer acknowledges and accepts this risk. Minor defects not impairing essential functions of the Software therefore may be corrected under the warranty in SKIDATA's sole discretion.

4.4. SKIDATA fulfils its warranty obligation either by substitute delivery of the defective Software, or by granting a price reduction, excluding thereby further and other claims. For warranty repairs at the Customer's premises, the Customer shall make available free of charge to SKIDATA resources and employees as required by SKIDATA. This shall be Customer's sole remedies available as it pertains to warranty claims.

4.5. Defects which are not directly attributable to SKIDATA are excluded from warranty. This shall especially apply to defects from materials or software provided by the Customer. The warranty shall lapse if the Customer or any third-party effects any changes to the Software that are not authorized by SKIDATA in writing. The Customer shall only be entitled to make warranty claims after full payment of the agreed price. In addition, any warranty shall be excluded in case of damage caused by third-party acts, atmospheric discharge, unstable networks, chemical influences, or Force Majeure.

5. Limitation of Liability for Third-Party Software

5.1. 3rd Party Software: Licensing models for 3rd party software are subject to changes by 3rd party software manufacturers from time to time whereas the actual need for the appropriate number and type of licenses depend on the whole IT-environment, not only the SKIDATA system. Recommendations for 3rd party software which is not included in the Solution are by not binding to Customer. Customer

accepts and confirms that SKIDATA excludes any liability or warranty regarding its recommendation for and the provision of such 3rd party licenses. Generally, Customer accepts and confirms that SKIDATA's liability in regards 3rd party software shall always be limited by the amount and/or action the respective software supplier has paid and/or provided to SKIDATA.

6. Termination

Upon termination of the Conditions, the Customer shall (a) immediately cease to use the Software; (b) irretrievably destroy or return to SKIDATA all copies of the Software, including all backup copies, in whatever form they exist; and (c) confirm towards SKIDATA within ten (10) days in writing that all copies have been returned or destroyed. After ending of the Conditions SKIDATA and persons authorized by SKIDATA shall be entitled to check compliance with this obligation during normal business hours.

Schedule 2: Hardware Terms

These terms apply to Customer's use of the Hardware, if applicable.

1. Delivery and Term of Delivery

The dates for deliveries, services and commissioning, if any, are stipulated in the Order Form. Due to supply constraints, SKIDATA reserves the right to effect partial deliveries at an earlier date. Any agreed upon delivery and installation dates shall require the Customer to appoint persons responsible for project implementation, and inform SKIDATA of such person's name(s) and the planned project steps effected in accordance with the time schedule.

2. Preconditions for Commissioning

The Customer shall, at its own risk and expense, make sure that any and all preconditions for commissioning and mounting of the purchased item are met to the extent such performance is not included in the subject matter of the Conditions. Such preconditions include but are not limited to: foundation works including mounting tools to be provided, pipe and cable works between the individual devices in accordance with the SKIDATA's specifications, set-up of power supply and mounting of the devices at the designated places, set-up and maintenance of power and voltage supply in accordance with applicable standards and of a broadband internet connection.

3. Commissioning

SKIDATA shall ensure that the subject matter of the Conditions is commissioned at the agreed date(s), provided that the Customer adheres to the dates for the fulfilment of the preconditions of commissioning and mounting and effects all agreed partial payments in full and in due time. Commissioning of the subject matter of the Conditions by SKIDATA on behalf of the Customer or in any case the putting into operation of the subject matter of the Conditions for the intended purpose by the Customer (commercial use) shall be deemed to be the factual and formal delivery / acceptance of SKIDATA's delivery and service. Immaterial defects do not entitle the Customer to refuse acceptance. SKIDATA's warranty obligations, if any, shall remain unaffected thereby.

4. Ownership, Changes to the Equipment

4.1. During the duration of this Conditions, and after its expiry, all equipment which may be delivered with the "SKIDATA Solution Subscription", remains in the property of SKIDATA. Customer shall ensure that this is clearly and demonstrably made visible and expressed towards third parties, in particular to authorities and courts. Customer is liable for any interference with SKIDATA's ownership position. Customer shall not be entitled to remove, conceal or otherwise identify any identifications which have been affixed to the equipment by SKIDATA and which indicate their ownership. In particular, Customer shall inform SKIDATA immediately of an imminent execution in the leased objects or the property on which it is located and forward the name and address of the creditor in charge, including essential documents, to SKIDATA. Customer bears all costs for the defense by SKIDATA and for the securing of its property.

4.2. Customer is not entitled to make changes to the equipment which are not agreed including any alteration of the location of the equipment. This includes, but is not limited to, changes in the substance of the equipment, the addition or removal of parts, or the modification of software. If Customer intends to make such a change, prior written consent of SKIDATA shall be obtained with detailed information on the planned changes.

4.3. If parts are fixed to the equipment, whether authorized or not, which afterwards cannot be removed without loss of value or altering the substance or without reasonable effort, such parts shall be transferred into SKIDATA's ownership upon fixation. Provided however, that this shall not apply in case such parts or the adding of such parts would cause SKIDATA to infringe third party's intellectual property.

5. Obligations of Customer

5.1. Customer is obligated to use the equipment only in accordance with its intended use and in accordance with appropriate maintenance, inspect it on a regular basis and undertake everything necessary for maintaining the proper and functional condition of the equipment.

5.2. Unless otherwise agreed in writing, Customer shall not be entitled to transfer the equipment to third parties, make it available to third parties, or otherwise provide the possibility of operating or altering the equipment. In particular, Customer is not permitted to sublet the equipment without the prior written consent from SKIDATA.

5.3. Customer shall ensure that the equipment is adequately protected against interference by third parties and other external influences.

6. Training

SKIDATA offers optional training for the operation, troubleshooting and maintenance of the equipment which may be ordered by Customer under a separate agreement.

7. Warranty

SKIDATA is obligated to maintain the agreed functionality of the Hardware during the term of the Conditions. SKIDATA does not warrant the Hardware being new or free from optical defects which do not materially impact functionality.

8. Third-party Products

To the extent the Customer wishes to obtain - in addition to SKIDATA's deliveries and services - compatible products or services and accessories made by other manufacturers and use them instead of the products or services originally proposed by SKIDATA, the Customer shall be solely responsible for checking for compatibility and selecting such third-party products. In such cases, SKIDATA disclaims any and all liability whatsoever without exception.

Schedule 3: Hosted Services Terms

These terms apply to Customer's use of the Hosted Services, if applicable.

1. Scope of Services

- 1.1.** Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Hosted Services in connection with SKIDATA systems for Customer's business activities notified to SKIDATA at the time of conclusion of the Conditions.
- 1.2.** The Hosted Services shall be made available to Customer exclusively via the Internet.
- 1.3.** SKIDATA reserves the right to make changes to the Hosted Services.
- 1.4.** SKIDATA reserves the right to modify or replace (in particular but not limited to) the following components of the Hosted Services at its sole discretion and without notice to Customer: (i) system configurations, (ii) designs, (iii) routing configurations or rearrangements thereof, (iv) technical specifications and (v) the equipment used to provide the Hosted Services.

2. Responsibilities of Customer

- 2.1.** Customer is obligated to establish and maintain the system requirements described in the Factsheet.
- 2.2.** Customer undertakes to accept Updates or Upgrades to the Hosted Services.
- 2.3.** Updates and Upgrades may change the system requirements and it may be necessary to install the respective Updates/Upgrades, third-party components and additional or modified Hardware. Any resulting costs shall be borne by the Customer and are therefore not included in the fees. These Conditions do not oblige Customer to install updates or upgrades, but SKIDATA recommends their immediate installation. If Updates or Upgrades are not installed, Customer shall act at its own risk and may endanger the security and operability of the software and related systems and may violate third-party licenses, legal regulations or laws. Warranties/warranty claims relating to systems associated with the software may also become invalid as a result. SKIDATA shall not be liable for damages resulting from the non-installation of Updates and Upgrades.
- 2.4.** Customer must always keep SKIDATA's system and Customer's computer infrastructure up to date.
- 2.5.** Customer is not permitted to carry out the following without the written consent of SKIDATA or to permit a third party to do so: (i) back-developing, decompiling, disassembling or otherwise reducing SKIDATA software, computer systems, servers or other SKIDATA products into a humanly perceptible form, (ii) copying, publishing, transmitting and/or distributing the Hosted Services and related content, (iii) making copies of the Hosted Services software, object code or source code or parts thereof, (iv) modifying, adapting, translating or creating derivative works based on the Hosted Services or other SKIDATA products or services, (v) combining the Hosted Services or other SKIDATA products with open source software, (vi) providing access to other SKIDATA systems, programs, features or data beyond the rights granted by the Conditions, (vii) disclosing passwords provided to Customer to third parties.
- 2.6.** The provision of the Hosted Services by SKIDATA and compliance with the agreed performance dates depend on the cooperation of Customer. Customer therefore undertakes to provide SKIDATA with all necessary support to provide the Hosted Services and to achieve the agreed availability. In particular, Customer shall cooperate with SKIDATA in testing, determining and verifying the system with respect to potential errors of the Hosted Services. SKIDATA shall not be liable for any delay if Customer is directly or indirectly responsible for such delay.

3. Service Level Agreement (SLA)

- 3.1.** The following availability of the Hosted Services is agreed:

Availability	99.5% during the observation period
--------------	-------------------------------------

- 3.2.** The observation period is one calendar month.
- 3.3.** SKIDATA will use commercially reasonable efforts to achieve the agreed availability and to provide the Hosted Services in accordance with the standards of the hosting industry (the "**Service Standards**"). SKIDATA will also use commercially reasonable efforts, depending on the circumstances of the particular case and on Customer's technical environment, to remedy interruptions, disruptions or errors that result in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption") and to make the Hosted Services available again.

3.4. A period during which the Hosted Services are unavailable due to an Interruption (a "**Downtime**") shall be calculated from the time SKIDATA becomes aware of an Interruption. In case of doubt, this is the time at which the Customer informs SKIDATA of the interruption. The Downtime ends when SKIDATA determines availability.

3.5. SKIDATA will monitor the performance indicators for the availability of the Hosted Services in its own system or in the system of the Service Provider in order to measure the availability of the Hosted Services. The basis for determining the achieved availability of the Hosted Services is solely SKIDATA's documentation and data. Upon request, SKIDATA will provide Customer with the latest report on the availability achieved.

3.6. SKIDATA's liability for failure to achieve the agreed availability is excluded if this is due directly or indirectly and at least in part to the following: (i) Force Majeure Event; a "Force Majeure Event" is a natural disaster, fire, flood, industrial action, war, terrorism, riot, civil disturbance, rebellion or revolution, Internet breakdown or similar events beyond the reasonable control of SKIDATA, (ii) acts or omissions of Customer or any third party attributable to Customer (an "**Agent**"), (iii) access lines, cables or equipment of Customer or its Agents, (iv) SKIDATA or third parties commissioned by SKIDATA are not permitted access to the access lines of the Hosted Services or SKIDATA equipment, (v) a configuration, routing event or technology that is not under SKIDATA's control, (vi) failure to comply with the configurations recommended by SKIDATA, (vii) default in payment by Customer, (viii) disruptions lasting less than 5 (five) minutes, (ix) modifications to the Hosted Services requested by Customer or its Agents, (x) failure to comply with the measures recommended by SKIDATA to achieve the agreed availability, and/or (xi) any law, regulation or industry standard which makes the provision of the Hosted Services to the extent of the agreed availability inappropriate, prohibited or unreasonable, or otherwise alters the character and underlying terms and conditions of the Hosted Services to such an extent that there would be a material change in the terms and conditions of the Hosted Services and its availability.

3.7. Access to the Hosted Services may be temporarily unavailable for reasons beyond SKIDATA's control, such as but not limited to connection problems, server and/or network downtime. Such limitation of access to the Hosted Services does not constitute a Downtime and does not affect the availability of the Hosted Services.

3.8. SKIDATA is entitled to carry out maintenance work, Updates and Upgrades at its own discretion. Customer agrees that the Hosted Services may be temporarily unavailable as a result of such maintenance. Such limitation of access to the Hosted Services do not constitute a Downtime and therefore do not affect the availability of the Hosted Services.

3.9. SKIDATA is not obliged to notify Customer of maintenance work, Updates or Upgrades to the Hosted Services. However, SKIDATA will use commercially reasonable efforts to give reasonable advance notice of maintenance, Updates or Upgrades and to keep the duration of maintenance periods as short as possible. Security relevant maintenance can be carried out at any time, even at short notice.

3.10. SKIDATA is entitled to block access to Customer's Data, delete Customer's Data and restrict or terminate reports, batch jobs and/or processes if (i) Customer's Data violates these Conditions, in particular if Customer is in default of payment, (ii) Customer uses excessive computer resources that affect the performance of the Hosted Services for other participants, or (iii) Customer's Data constitutes a security risk or could cause other serious damage. SKIDATA will use commercially reasonable efforts to inform Customer thereof.

4. Customer's Data

4.1. Data created or transmitted by Customer and stored on SKIDATA's servers or on the servers of the Service Provider ("**Customer's Data**") shall remain the property of Customer.

4.2. The use of the Hosted Services and of access data is the sole responsibility of Customer and is at its own risk.

4.3. SKIDATA will not generally monitor Customer's Data but reserves the right to check it from time to time at SKIDATA's own discretion.

4.4. SKIDATA will make backup copies of Customer's Data, the transaction history and other relevant information at SKIDATA's own discretion. However, SKIDATA is not obligated to do so and is therefore not liable for any loss of or damage to Customer's Data.

4.5. SKIDATA shall store Customer's Data for the storage period specified in the Factsheet. After expiry of the storage period stipulated in the Factsheet, SKIDATA is entitled to delete Customer's Data without consulting Customer. Storage of Customer's Data beyond this period requires a separate

agreement between the Parties. Backup copies of Customer's Data serve exclusively to restore the Hosted Services and therefore not to extend the storage period stated in the Factsheet.

4.6. SKIDATA shall provide Customer with an annual data export of its customer, sales, access and invoice data in a .csv format free of charge upon request. The costs for data exports in excess of this shall be charged to Customer on a time and material basis.

4.7. The data center used by SKIDATA meets the security standards of ISO/IEC 27001.

4.8. SKIDATA shall use commercially reasonable and state-of-the-art security precautions to ensure the security, confidentiality and integrity of Customer's Data. Despite these efforts, SKIDATA cannot guarantee that the confidentiality of Customer's Data will be maintained in connection with communication via the Internet or another public network.

4.9. Customer shall indemnify SKIDATA against all claims asserted by third parties based on an infringement of their rights due to Customer's Data.

4.10. After termination of the Conditions, Customer may choose whether to have its customer, sales, access and invoice data (a) handed over in .csv format; (b) remain stored with SKIDATA for a reasonable fee or (c) be irrevocably deleted.

5. Warranty

5.1. SKIDATA WARRANTS ONLY THE ACHIEVEMENT OF THE AGREED AVAILABILITY OF THE HOSTED SERVICES. ANY OTHER WARRANTY, IN PARTICULAR FOR THE DESIGN, FUNCTIONALITY AND USABILITY OF THE HOSTED SERVICES AND THE SUITABILITY OF THE HOSTED SERVICES FOR A PARTICULAR PURPOSE, IS EXCLUDED.

Schedule 4: Interface Terms

These terms apply to Customer's use of the Interface(s), if applicable.

1. Definitions

For the purposes of these Interface Terms, the following terms shall have the meaning assigned to them under this section:

"Application": An application of Customer which is integrated through one or more Interface(s) and is made specifically for Customer's use.

"Application Developer": A third party developing an application exclusively for Customer which integrates through the Interface(s).

"Approved Integrator": A third party having entered into an agreement with SKIDATA which governs its integration through SKIDATA's Interface(s) and the sale or leasing of such integrated application to Customer.

"Interface": Each of SKIDATA's proprietary application programming interfaces, which are used by Customer to interface with SKIDATA's products and services, subject to the conditions of the Conditions.

2. License

2.1. Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable limited right to access, integrate and use the Interface(s) under the terms and for the duration of this Conditions, subject to the restrictions set out in this Conditions.

2.2. Customer acknowledges that SKIDATA's Interface(s), respectively its specifications, may expire and Customer agrees to implement new specifications in time, otherwise Customer accepts that its products may fail to work properly or even be damaged. Additionally, SKIDATA reserves the right to discontinue the Interface(s) upon giving notice to Customer. In its sole discretion, SKIDATA may or may not replace the Interface(s) by another interface.

2.3. Customer shall not allow third parties to use the Interface(s), whether directly nor indirectly, unless explicitly agreed by SKIDATA.

2.4. Notwithstanding the foregoing, Customer may freely use an Approved Integrator within the scope of such Approved Integrator's respective agreement with SKIDATA to provide Customer with an integrated application.

2.5. For the development of an Application, Customer may use an Application Developer sub. Such Application Developer shall have materially the same obligations toward SKIDATA as Customer has under this Conditions. To this end, SKIDATA shall be a third-party beneficiary in the agreement between Customer and Application Developer. Additionally, such Application Developer shall be obligated in the agreement between itself and Customer not to disclose any proprietary SKIDATA Confidential Information.

2.6. Customer acknowledges and agrees that SKIDATA is entitled to terminate the use of all or only certain Interfaces with immediate effect upon justified reasons including, but not limited to, non-compliance by Customer with this section of the Conditions.

2.7. SKIDATA retains all rights, title and interest in the intellectual property embodied in or associated with the Interface(s).

2.8. There are no implied licenses under the Conditions, and any rights not expressly granted are reserved by SKIDATA. Except as licensed expressly herein, the Conditions does not transfer any intellectual property rights between the parties.

3. Termination

3.1. In case of any material breach of these Interface Terms by a Customer, SKIDATA may revoke Customer's license to use the Interface. In case the breach is curable, Customer shall be given a thirty (30) day notice period to cure the breach. The non-payment of the license fee constitutes a material breach.

3.2. Any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

4. Warranty

ANY INTERFACE IS PROVIDED "AS IS". SKIDATA EXPLICITLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH INTERFACE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. Indemnification

Customer will defend, at its expense, and indemnify SKIDATA (and its affiliates, officers, directors, employees and agents), from and against any losses, costs or damages arising from any claims alleging or arising out of (i) patent, copyright, trade secret or trademark infringement resulting from or in connection with the use, manufacture, assembly or distribution of the Interface(s) by Customer, Customer's representatives, or distributors and its direct and indirect end users in any country; (ii) any combination by Customer, Customer's representatives, or distributors of the Interface(s) with one or more other applications, content, or processes which infringes the intellectual property rights of or has otherwise harmed a third party; (iii) Customer's or its end users' use of the Interface(s) in violation of the Conditions; (iv) gross negligence, reckless or intentional acts or omissions, or fraud by Customer, Customer representatives, distributors, or end users; (v) breach of any representations or warranties agreed to by Customer under the Conditions; (vi) any unauthorized warranties or representations made by Customer, Customer's representatives, or distributors with regard to the Interface(s); and (vii) expenses or costs from a third party subpoena or compulsory legal order or process that seeks Customer-related information; provided that SKIDATA will: (a) promptly give written notice of the claim to Customer; (b) give Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases SKIDATA of all liability); and (c) provide to Customer, at Customer's cost, reasonable assistance.

Schedule 5: Expert Services Terms

These terms apply to the provision of the Expert Services by SKIDATA to Customer.

1. Scope of Services

1.1. These Expert Services Terms govern Customer's use of SKIDATA Expert Services as described in the Order Form and service description in the Factsheet.

1.2. SKIDATA renders the Expert Services for products ordered under the Order Form in the scope determined by the Customer and in accordance with these Expert Services Terms and other provisions contained in this Contract.

1.3. The Solution includes the Expert Services Modules Upgrade.Care, Maintenance.Care and Protect.Care. SKIDATA shall perform the Expert Services as described in the Conditions.

1.4. SKIDATA shall render the Expert Services covered by these Expert Services Terms only for the SKIDATA products stated in this Conditions and not for any third-party products, unless otherwise expressly agreed upon. If the Customer purchases other products from SKIDATA, such other products shall only be included in the Expert Services to the extent such inclusion is expressly agreed upon and included in the contract.

2. Place of Performance of Services

2.1. SKIDATA shall render the Expert Services as required and in accordance with these Expert Services Terms on site or remote.

2.2. Expert Services on site shall be rendered at the address stated in this Order Form. In case of any changes of the place of operation without SKIDATA's express consent, SKIDATA shall be released from the performance obligation, however, the Customer's obligation to pay shall continue to exist.

2.3. In case of any change of the place of operation, SKIDATA reserves the right to adjust the service fee to a reasonable extent, taking into account, among other things, the new travel distances. Alternatively, SKIDATA shall be entitled to terminate the Expert Services under these Conditions with immediate effect.

3. Customer's Obligation to Cooperate

3.1. The Customer undertakes

1) to use its best efforts to support SKIDATA and fulfil the technical requirements necessary to enable SKIDATA to render the requested Expert Services; in particular by giving SKIDATA any necessary and requested information and enabling SKIDATA to access any networks, data bases, programs, devices and services by third parties to the extent they could be useful for the correction of errors;

2) to make available - to the extent necessary - employees who can be of assistance for the Expert Services or whom SKIDATA expressly requests. Such employees are to support SKIDATA accordingly;

3) to establish contact with third parties to the extent necessary for the rendering of the Expert Services or to the extent as expressly requested by SKIDATA and to affect the necessary communication or support SKIDATA in making the necessary communication;

4) to duly and regularly effect the data backups to the extent possible and designated; this obligation refers to a general data backup in the extent usual in the industry as well as to a specific backup of data located on computers or servers before the Expert Services are rendered, for example before updates are performed;

5) subject to these Expert Services Terms, to effect maintenance, service, and cleaning of the equipment including the exchange of spare parts, wear and tear parts, and mechanical components; such works are to be effected in accordance with the specifications given by SKIDATA as well as in accordance with training information, manuals, maintenance instructions or similar information, if any, on a regular basis as a precaution measure;

6) to establish and maintain at its own expense the system requirements necessary for the Expert Services and/or the required working environment. To the extent the Customer refuses to accept services rendered by SKIDATA for software or hardware, the Customer loses any warranty claims in relation to the respective SKIDATA products;

7) to provide keys for equipment, use of power grid, toilets and in general a safe working environment to SKIDATA.

3.2. These obligations to cooperate shall apply in addition to the Customer's obligations to cooperate to be fulfilled in connection with the individual services, if any.

4. Maintenance (Module "Maintenance.Care")

4.1. The module "Maintenance.Care" defines the scope of services and the interval of preventative performed maintenance.

4.2. General

1) SKIDATA shall perform maintenance as described in the document Factsheet in the quoted interval according to the agreed module "Maintenance.Care".

2) Customer acknowledges and agrees that Maintenance work shall only be carried out during SKIDATA's normal business hours ("Normal Business Hours"). Customer further acknowledges and agrees that Normal Business Hours do not include any holidays that are recognized by the Federal government and/or SKIDATA, and that SKIDATA's maintenance services will not be available at those times or any other days or times that are outside of the Normal Business Hours.

3) Customer acknowledges and agrees that basic in-house maintenance (also called Level 1 maintenance) can only be performed by Customer when Customer participates routinely SKIDATA trainings.

4) Spare and wear parts are not included in the maintenance fee, therefore accounting and treatment of required spare and wear parts for troubleshooting must be made according to the module "SpareParts.Care".

5) These maintenance conditions and the fees to be paid therefore do not include services rendered for troubleshooting purposes.

4.3. Hardware

1) Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation.

2) SKIDATA shall render the services included in Hardware Maintenance exclusively for the equipment specified in this Contract and at the location stated in the Contract.

3) Hardware maintenance shall be effected as agreed in this Contract once or several times per year within the stated periods of time. The Customer and SKIDATA shall agree on the specific date for each hardware maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.

4) The Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon.

5) If the hardware inspection shows that parts of the hardware must be exchanged, especially wear and tear parts (such as rollers, pressure rollers, and drive belts), spare parts or other parts, such exchange shall be effected immediately by SKIDATA's employees to the extent such requirements could be foreseen and SKIDATA's employees brought such parts with them. Subject to and in consideration of any agreement concerning spare parts management (module "SpareParts.Care"), SKIDATA shall invoice the exchanged parts in accordance with the price list valid at the time.

6) In particular the following activities are not included in the scope of the preventive hardware maintenance:

- a) remedy of errors and malfunctions caused by force majeure;
- b) remedy of errors and malfunctions caused by any intervention by the Customer, its employees or any third party;
- c) delivery and replacement of consumable products;
- d) remedy of errors and malfunctions caused by the Customer's failure to fulfil its obligations, in particular its obligation to cooperate.

4.4. Software

1) Updates

- a) Within the scope of Software Maintenance, the Customer shall receive from SKIDATA current Updates for the SKIDATA software included in the scope of services to the extent such updates are generated by SKIDATA. For the purposes of these provisions, Updates means service packs within the same release (service packs) and shall include minor

- changes to existing software with the purpose of removing software bugs and making small improvements. All Updates provided to the Customer shall be subject to the same software and license conditions applicable to the original software in the respective current version.
- b) The installation as well as any other services within the scope of Software Maintenance, if any, shall be rendered by employees of SKIDATA on site or remotely at SKIDATA's discretion. The Customer shall bear the travel expenses for the employees of SKIDATA on an actual cost basis unless a lump sum fee for travel expenses was agreed upon. The Customer and SKIDATA shall agree on the specific date for the provision of services within the scope of Software Maintenance a reasonable period of time in advance, taking into consideration each party's legitimate interests.
 - c) Updates will be prepared by SKIDATA on the basis of legal or technical requirements and in its sole discretion. The Customer shall not be entitled to demand that SKIDATA prepares and publishes any Updates. SKIDATA reserves the right to freely choose the contents and release time of Updates.
 - d) SKIDATA reserves the right to determine in which environment the Updates are to be used and to change the system requirements for Updates including hardware and software requirements. As a general rule, changes to the system requirements and/or to the environment of the Updates are necessary as an adjustment to advancing technological developments in order to keep the SKIDATA software up to date. The Customer shall be liable for the implementation of any system requirements which are necessary for the installation and use of Updates. Should the Customer fail to fulfil these requirements, SKIDATA does not assume any warranty for the functionality of the software. The Customer take the responsibility to hold his system network virus free and secure.
 - e) As of the time of discontinuation of a certain SKIDATA-product, Updates for such software shall no longer be prepared and published.
 - f) Software Maintenance can be carried out for the current and two preceding releases.

2) Software Configuration

Adjustments and changes on the basis of a list of changes to be submitted by the Customer in writing are made on the basis of an existing configuration of the programs covered by Software Maintenance at least once a year within the time periods stipulated in this Contract. This list of changes, stating in detail the desired changes and adjustments, must be submitted to SKIDATA a reasonable period of time before the date SKIDATA is to render its services. The extent of such changes and adjustments is in any case limited by the maximum number of working hours stated in the Offer. Changes and adjustments shall only cover existing configurations; the compilation of new configurations shall not be included.

5. Installation of Software and Hardware Upgrades (Module "Upgrade.Care")

5.1. The module "Upgrade.Care" defines SKIDATA's services in regard to the installation of upgrades to SKIDATA's software and hardware. For the purposes of these provisions, upgrade means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of software or hardware. The details to the module "Upgrade.Care" are stipulated in the Factsheet.

5.2. To ensure proper operation of Customer's system, SKIDATA will review and test upgrades carefully prior to installation. After installation, SKIDATA will ensure that Customer's system is in good condition before it is put into operation.

5.3. Software upgrades are delivered or made available in electronic format. The module "Upgrade.Care" includes an upgrade only for those software functions and modules for which Customer has acquired a software license. Upgrades are installed only at the sites and devices listed in the corresponding table in the Factsheet.

5.4. Upgrades may alter the system requirements and it may be necessary for Customer to install the relevant previous Updates, Upgrades, third-party components and/or additional or modified hardware. The products and services required for this are not included in the module "Upgrade.Care" and the respective costs shall be borne by the Customer.

5.5. Spare and wear parts required for the installation of an upgrade are not included in the module "Upgrade.Care". The settlement of the required spare and wear parts is based on the option selected in the module "SpareParts.Care".

5.6. As of the time of discontinuation of a certain SKIDATA product, SKIDATA is no longer obligated to provide upgrades to the respective product.

6. Anti-Virus and Security Check (Module "Protect.Care")

6.1. The module "Protect.Care" defines the support and usage of the Anti-Virus Software provided by McAfee ("Anti-Virus Software") and is described in the Factsheet.

6.2. End User License Agreement

The McAfee End User License Agreement (the "EULA") for the Anti-Virus Software is binding on the Customer. The Customer is therefore obliged to observe the EULA, which is changed from time to time by McAfee. The current EULA can be downloaded at <https://www.mcafee.com/enterprise/en-us/about/legal/end-user-license-agreements.html>.

6.3. Warranty

- 1)** SKIDATA only warrants the Anti-Virus Software to the same extent that McAfee warrants. SKIDATA shall not be liable for errors or malfunctions of the Anti-Virus Software resulting from misuse, incorrect installation, mishandling, negligence or accident. SKIDATA does not warrant to the Customer that the Anti-Virus Software protects against all existing security threats (e.g. due to intentional third-party damage). Furthermore, SKIDATA does not guarantee that, despite the installation of the Anti-Virus Software, no functional errors can occur due to viruses, computer worms or other malicious code.
- 2)** If the Customer detects malfunctions or errors of the Anti-Virus Software, he has to inform SKIDATA immediately in writing. Within the framework of the warranty, SKIDATA will make commercially reasonable efforts to correct or have corrected these errors and faults as quickly as possible. However, SKIDATA makes no guarantee that all malfunctions and errors will be remedied.

3) Use in a High-risk Environment

The Anti-Virus Software has not been designed for use in a high-risk environment. The use of the Anti-Virus Software in a high-risk environment is therefore at the Customers own risk. Furthermore, SKIDATA disclaims any warranty for use in a high-risk environment. The Customer waives against SKIDATA and McAfee any claims regarding the use of the anti-virus software in a high-risk environment.

6.4. Limitation of Liability

SKIDATA SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT, LOSS OF USE, LOSS OR DAMAGE OF DATA OR SUSPENSION OF BUSINESS ACTIVITIES, EVEN IF SKIDATA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SKIDATA SHALL NOT BE LIABLE FOR STATEMENTS OR GUARANTEES MADE BY THE CUSTOMER TO THIRD PARTIES.

6.5. Data Protection

- 1)** SKIDATA and McAfee are entitled to process and forward personal and technical data of the Customer, as far as this is necessary for the processing of the contract, for billing purposes and for the provision of the contractually agreed software functionalities, support and services as well as updates. SKIDATA and McAfee are entitled to forward such data to affiliates or third parties charged with processing of data from SKIDATA or McAfee, as far as this is necessary for the provision of services.
- 2)** By using the Anti-Virus Software, the Customer explicitly agrees to the McAfee Privacy Policy. This can be downloaded at <https://www.mcafee.com/en-us/consumer-support/policy/legal.html>

6.6. Indemnification

If the Anti-Virus Software violates copyrights, trademark rights or patents of third parties, SKIDATA will make every reasonable effort to ensure that McAfee indemnifies the Customer against this. This shall, however, only be conditional on the Customer having informed SKIDATA without undue delay about the violation of the rights of third parties.

The Customer undertakes to indemnify SKIDATA and/or McAfee from any claims of third parties which the Customer is responsible for.

6.7. End-of-Life Process and Supported Versions

The end-of-life process of the Anti-Virus Software is defined by McAfee. SKIDATA reserves the right to transmit these specifications to the Customer one-to-one and the Customer agrees to be bound by these specifications.

These Conditions can be found at <https://www.skidata.com/en-us/gtc>



	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 11 PRESENTER: Mark Gibbs, Director of Aviation
---	--

SUBJECT: CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM FOURTH QUARTER 2023 REPORT

SUMMARY

SBD International Airport (SBD) continues to be a leading economic contributor to the region it serves, with jobs and aircraft activity increasing steadily in recent years. Commercial passenger service, air cargo operations, and supporting airport facilities will continue to bring career opportunities, travelers, goods, and prosperity to the region, but may also lead to questions and concerns from those whom live and work nearby. The SBD Good Neighbor Program is designed to help the Airport educate, listen to, and learn from the community it serves.

The SBD Good Neighbor Program is designed to inform residents and business owners about what to expect from operational changes at the Airport, and how developments will benefit the community, while providing a two-way communication channel that facilitates information sharing with community members. By committing to ongoing dialogue, sharing up-to-date information, and increasing opportunities for well-paying jobs, this program will ensure that SBD International Airport remains a good neighbor now and into the future.

RECOMMENDED ACTION(S)

Consider and discuss the SBD Good Neighbor Program quarterly report.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

In recent years, aircraft activity at SBD has continued to evolve and grow across aviation segments. Balancing future growth with long-term community expectations requires careful planning and transparent delivery of consistent two-way communications in support of aircraft noise management programs and community initiatives. Effective communications are designed to minimize unanticipated impacts that may constrain future airport capacity and development needs.

Through technical tools and specialized services supporting the SBD Good Neighbor Program, each quarter a report will be shared with the San Bernardino International Airport Authority (SBIAA) Commission, the Federal Aviation Administration (FAA), and the community. The report will review ongoing outreach initiatives, aircraft activity, and a summary of aircraft noise concerns by the numbers. Since Fall 2019, Staff has worked with industry partners to develop a responsive and informative program that includes Aviatrix Communications, LLC, a firm specializing in aircraft noise management programs and community outreach initiatives. The firm's principal partners have led aircraft noise management efforts and community outreach initiatives at noise-impacted airports around the country, including San Diego and San Jose, among others.

An oral report and presentation will be provided at the meeting.

For informational and discussion purposes.

Attachments:

1. Good Neighbor Program 2023 Q4 Report

San Bernardino International Airport

Quarterly Report: January 2024



Program Components

By committing to ongoing dialogue, sharing up-to-date information, and increasing channels to receive feedback, the program ensures San Bernardino International Airport remains a good neighbor.



COMMUNITY OUTREACH

Presentations, reports to jurisdictions, communications efforts



EDUCATION

Website to provide information, explanatory videos



COMMUNICATIONS

Reports to the Board, e-newsletter, social media



GAIN FEEDBACK & LISTEN

Noise comment and general feedback forms



PHONE

Dedicated noise hotline



EMAIL

sbdgoodneighbor.com/contact-us/



SBD Good Neighbor Program

San Bernardino International Airport launched the SBD Good Neighbor Program in July 2020.

This proactive effort allows the airport to inform the community about new and ongoing developments at the airport.

A program update follows.



COMMUNITY OUTREACH



RECEIVE FEEDBACK



EDUCATE THE REGION

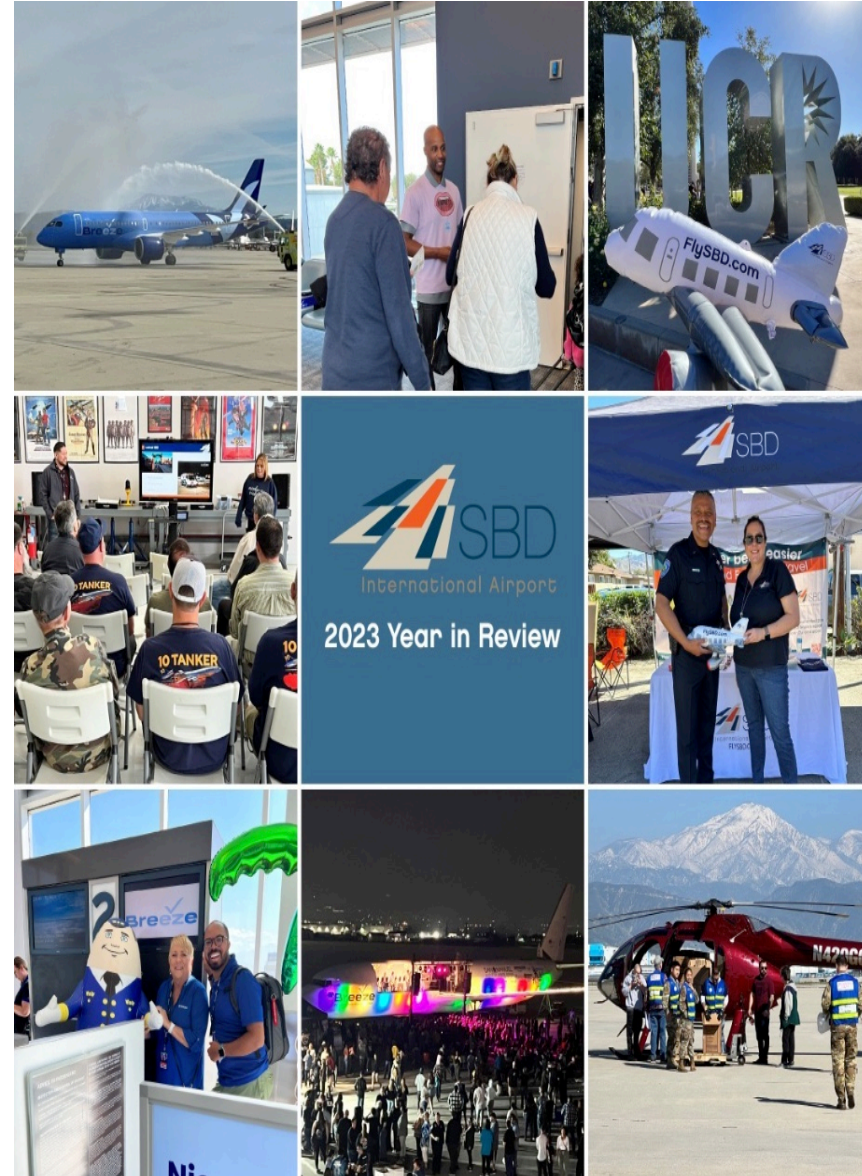


PROVIDE CONSISTENT REPORTING

SBD Good Neighbor Program

Notable developments in 4Q23

- Published *Good Neighbor News* Fall 2023 newsletter, shared individual articles & promoted subscriptions
 - Continued to increase subscribers
- Spotlighted SBD's ongoing outreach & public engagement, including:
 - Sponsorships & tabling at local events
 - Connecting with students—elementary school to college
 - Hosting & sponsoring the 9th Annual Turkey Trot
- Received an award from The Kiwanis Club of San Bernardino recognizing SBD's community commitment & ongoing investments in revitalizing the airport & its positive regional impacts
- Shared how SBD delivered the holidays to our community, through general aviation, airline & cargo flights



Social Media - Strategy

- Facebook, Instagram, Twitter, LinkedIn & YouTube
- Increase followers and engagement by:
 - Emphasizing Good Neighbor Program
 - Generating original, dynamic content
 - Encouraging comments & sign-ups
 - Tagging partners
 - Posting weekly
 - Boosting posts

Follow Us



Committed to
Being a Good Neighbor

Disclaimer: SBD Good Neighbor Program

SBD Good Neighbor Program Noise Report presents noise monitoring information managed by the SBD Good Neighbor Program. SBD International Airport has no authority over the movement of aircraft or the direction of flight. The authority to regulate flight patterns of aircraft is vested exclusively in the Federal Aviation Administration (FAA). FAA air traffic controllers have the responsibility for directing aircraft on the ground and in flight, and the pilot in command has the final authority as to the safe flight of their aircraft. Pilots in command make the final decisions relative to runway use; therefore, pilots may request to use any available runway. Neither the airport nor the FAA air traffic controllers may restrict a pilot's access to an available runway.

Introduction

Quarterly Report January 2024



TOTALS & TRENDS



COMMENTS YEAR-TO-DATE



COMMENT BREAKDOWN



COMMENT MAP

October 2023

A first look at the first month of the quarter.

23 noise comments

- Filed by 7 households

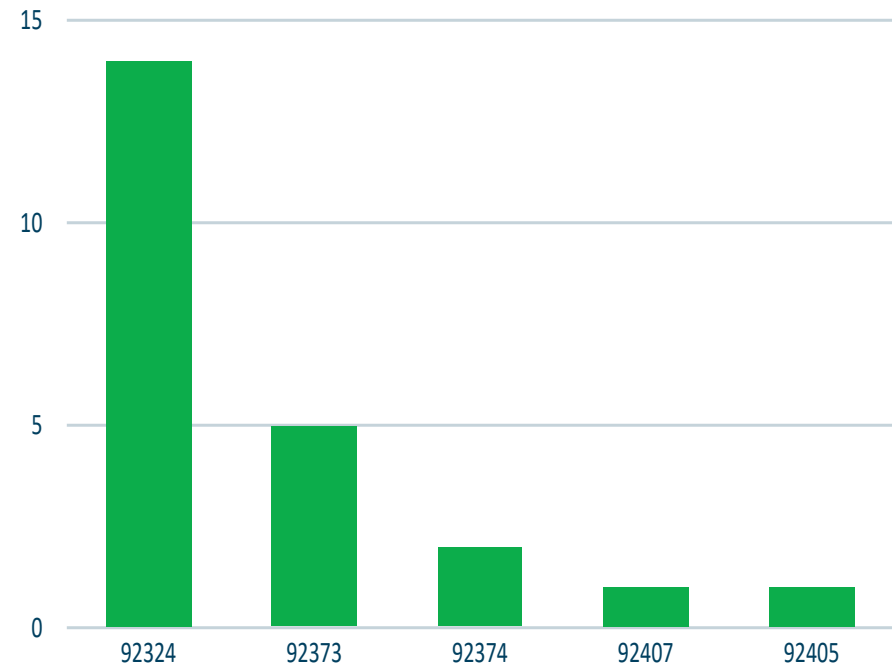
Comments in October

SBD International Airport

October 2023

ZIP CODE	CITY	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92324	Colton	14	2	7.0
92373	Redlands	5	1	5.0
92374	Redlands	2	2	1.0
92407	San Bernardino	1	1	1.0
92405	San Bernardino	1	1	1.0
TOTALS		23	7	3.3

Area Ranking by Zip Code (All)

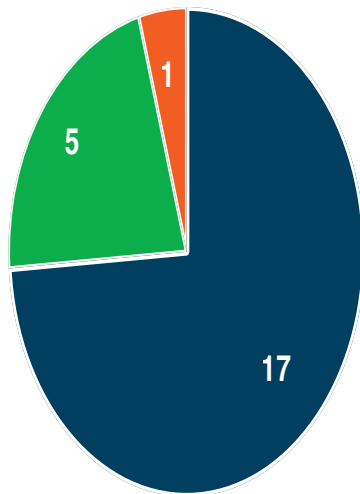


Comment Breakdown

SBD International Airport

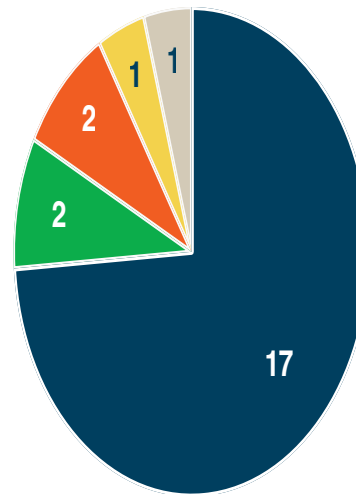
October 2023

Comments by Aircraft Category



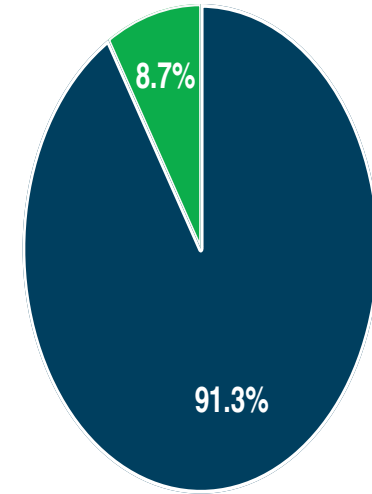
● Jet ● Unknown
● Helicopter

Comments by Concern



● Flying over home ● Unspecified
● Frequency of flights ● Unusually loud
● Late night/early morning

Filing Method



● Web form ● Hotline

November 2023

A first look at the second month of the quarter.

4 noise comments

- Filed by 3 households

Comments in November

SBD International Airport

November 2023

ZIP CODE	CITY	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92373	Redlands	2	1	2.0
92374	Redlands	1	1	1.0
92324	Colton	1	1	1.0
TOTALS		4	3	1.3

Area Ranking by Zip Code (All)

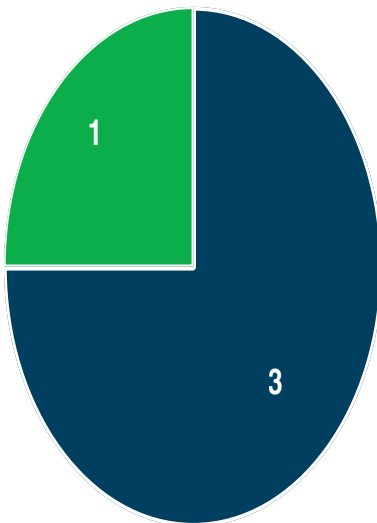


Comment Breakdown

SBD International Airport

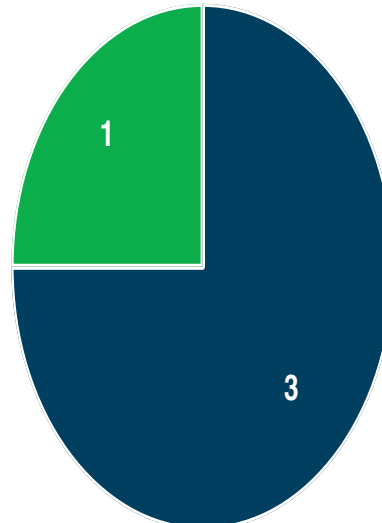
November 2023

Comments by Aircraft Category



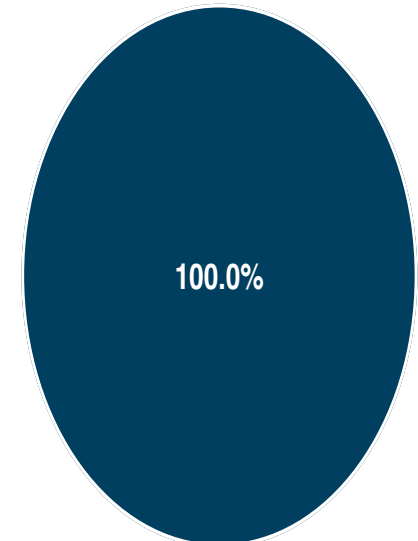
● Jet ● Unknown

Comments by Concern



● Flying over home ● Late night/early morning

Filing Method



● Web form

December 2023

A first look at the last month of the quarter.

11 noise comments

- Filed by 6 households

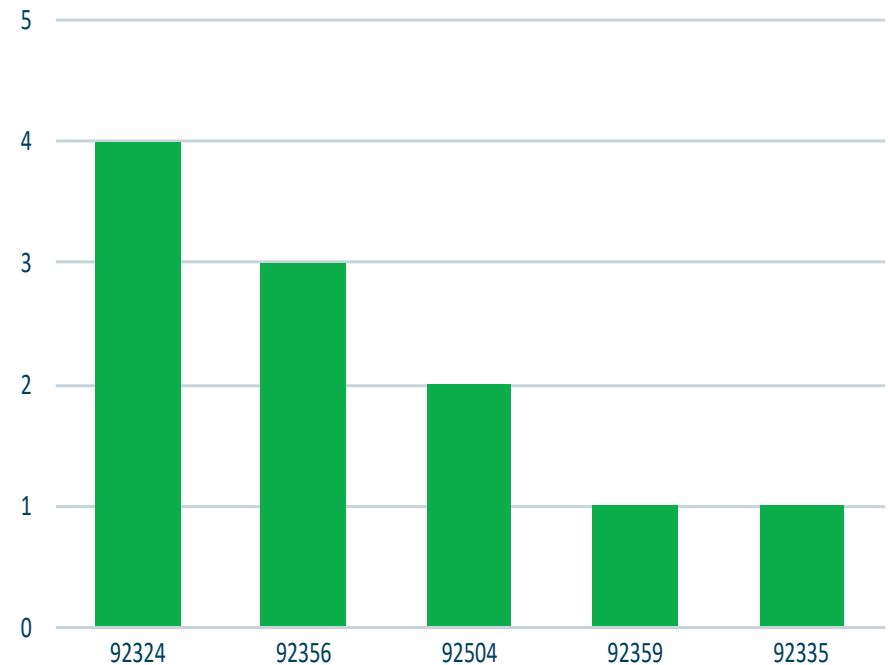
Comments in December

SBD International Airport

December 2023

ZIP CODE	CITY	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92324	Colton	4	2	2.0
92356	Lucerne Valley	3	1	3.0
92504	Riverside	2	1	2.0
92359	Mentone	1	1	1.0
92335	Fontana	1	1	1.0
TOTALS		11	6	1.8

Area Ranking by Zip Code (All)

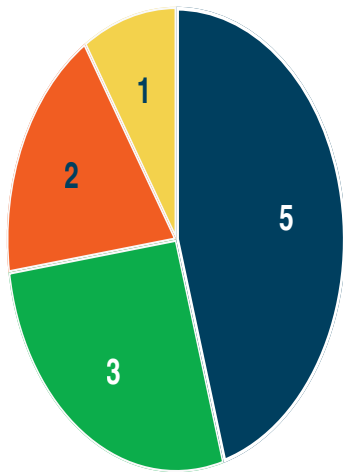


Comment Breakdown

SBD International Airport

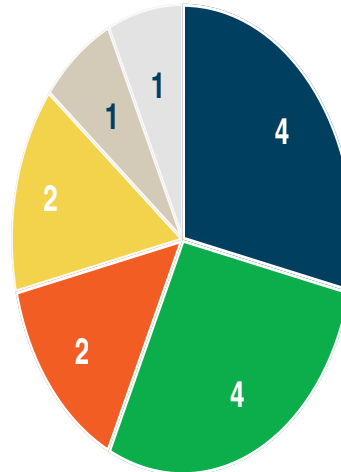
December 2023

Comments by Aircraft Category



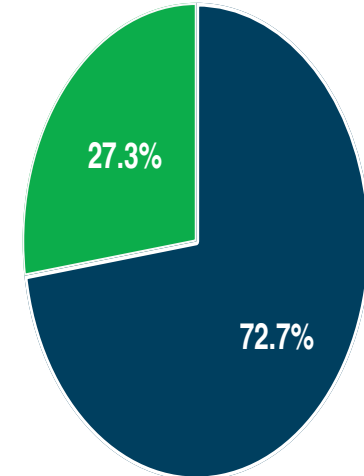
● Unknown ● Jet
● Helicopter ● Propeller

Comments by Concern



● Flying over home ● Low flying
● Unspecified ● Frequency of flights
● Vibration/rumbling ● Circling

Filing Method



● Web form ● Hotline

TOTALS & TRENDS

A look at the number of comments in the fourth quarter, year-over-year, and the areas of origination.

Noise comments for San Bernardino International Airport increased in 4Q23, YoY, due to:

- Ongoing aircraft operations, and
- Continued information and communications about the **Good Neighbor Program** to neighbors, aligned with available resources.

Totals & Trends

SBD International Airport

October – December 2023

12

Distinct households
filed aircraft noise
comments this
quarter.

38

Noise comments
received from those
households.

ZIP CODE	CITY	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92324	Colton	19	3	6.3
92373	Redlands	7	1	7.0
92356	Lucerne Valley	3	1	3.0
92374	Redlands	3	2	1.5
92504	Riverside	2	1	2.0
92335	Fontana	1	1	1.0
92407	San Bernardino	1	1	1.0
92405	San Bernardino	1	1	1.0
92359	Mentone	1	1	1.0
TOTALS		38	12	3.2

Totals & Trends

SBD International Airport

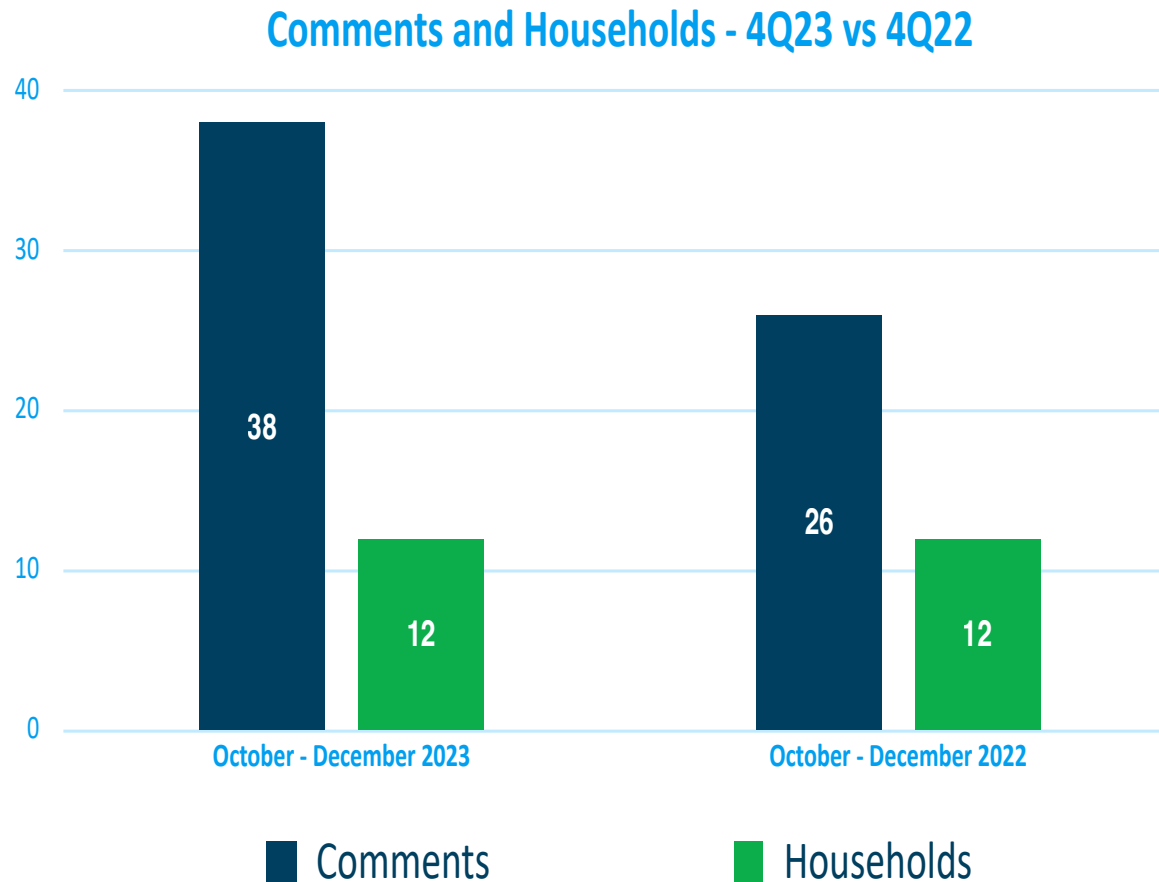
October – December 2023

Top 5 Commenters - 4Q23

RANK	HOUSEHOLD ID	CITY	NUMBER OF COMMENTS
1	Y170	Colton	15
2	M131	Redlands	7
3	J244	Lucerne Valley	3
4	H246	Riverside	2
5	M28	Colton	2
TOTAL			29

Totals & Trends

SBD International Airport 4Q YoY Trends



COMMENT BREAKDOWN

What people are saying about activities at
San Bernardino International Airport.

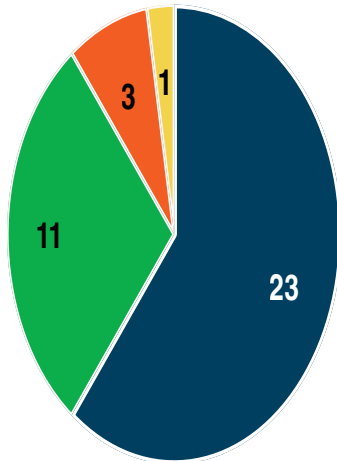
**Most people are
concerned about an
airplane's proximity
to their home.**

Comment Breakdown

SBD International Airport

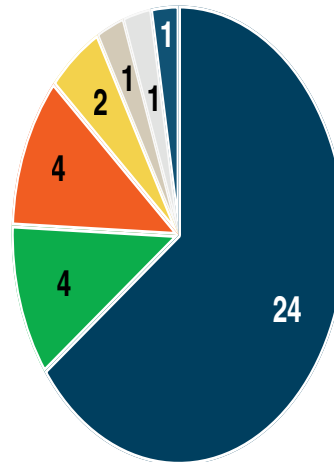
October – December 2023

Comments by Aircraft Category



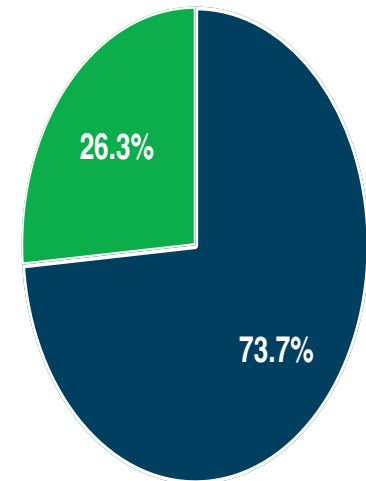
● Jet
● Helicopter
● Unknown
● Propeller

Comments by Concern



● Flying over home
● Low flying
● Unusually loud
● Circling
● Frequency of flights
● Late night/early morning
● Vibration/rumbling

Filing Method



● Web form
● Hotline

Comment Breakdown

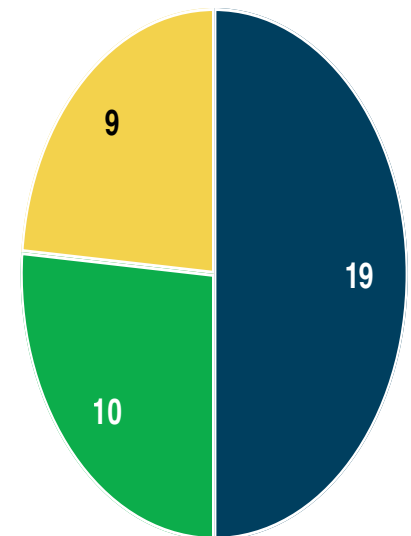
SBD International Airport

October – December 2023

COMMENT BY CONCERN	MENTIONS
Flying over home	24
Frequency of flights	4
Low flying	4
Late night/early morning	2
Unusually loud	1
Vibration/rumbling	1
Circling	1

AIRCRAFT CATEGORY	MENTIONS
Jet	23
Unknown	11
Helicopter	3
Propeller	1

Response Requested



● No ● Unspecified ● Yes

COMMENT MAP

A look at where the comments originate.

**Most comments
come from within
5 — 10 miles of
the airport.**

Comment Map: October - December 2023

Comment Map

SBD International Airport

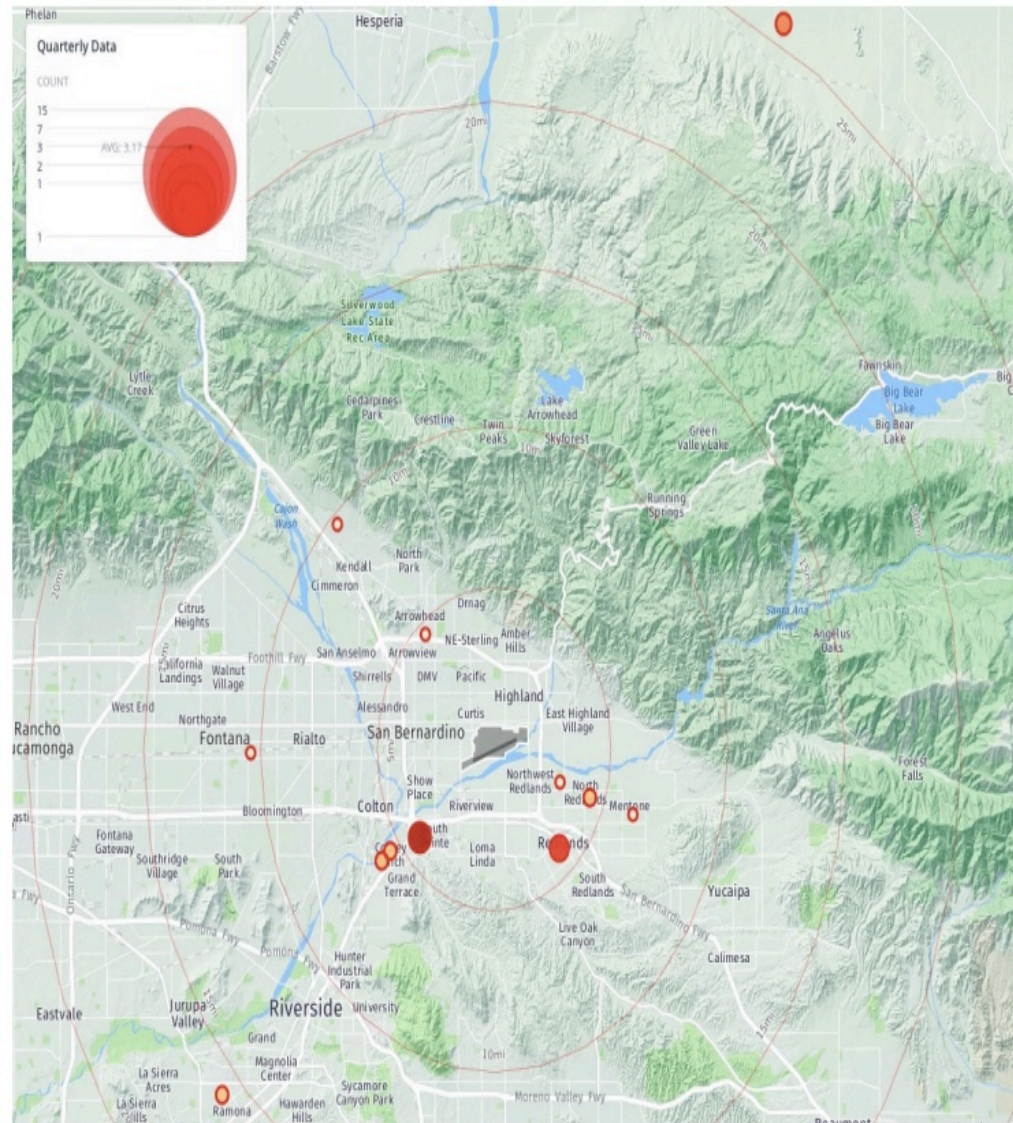
October – December 2023

12

Distinct households
filed aircraft noise
comments this
quarter.

38

Noise comments
received from those
households.



NOTE: Map shows comments from distinct households.
Noise comments from households submitted without valid
address information are not depicted on the map.

Final Thoughts

4Q23 vs. 3Q23 (QoQ):

Noise comments decreased.

Number of households filing decreased.

4Q23 vs. 4Q22 (YoY):

Noise comments increased.

Number of households filing was equal.

YoY noise comments increase attributed to:

- Continued jet aircraft operations at SBD
- Engaged and concerned community members seeking information about aircraft, and
- Ongoing community education and engagement about aircraft operations at SBD.

The Good Neighbor Program is an important community resource:

- Outlet for neighbors
- Pilot education about neighborhood noise sensitivity, and
- Community education and awareness about airport operations, activities and developments.



	TO: San Bernardino International Airport Authority Commission DATE: January 24, 2024 ITEM NO: 12 PRESENTER: Michael Burrows, Chief Executive Officer
---	--

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

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

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

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

For review and discussion.

Attachments:

1. SBIAA Action Plan

June 30, 2024 – Airport Focal Areas



Ensure Operational & Financial Stability

Stabilize Revenue Streams & Sources

Good Neighbor Program

Airport Outreach:

Business Retention & Expansion

Solar Project

AOA Access Road Project

Grant Programs & Initiatives

International Trade

San Manuel Development



San Bernardino International Airport Authority

Action Plan for SBIAA (6/30/24)

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

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

SBIAA Near-Term Action Plan – Implementation



January, 2024

Sub-Initiative Status:



Incomplete In Process Completed

Stabilize Tenants & Infrastructure



Review Operational Plans



AOA Access Road Project



Implement New Accounting Software



Complete 2023/24 Airport Marketing Efforts & Initiatives



Air Passenger Service (PHX)



International Trade
Legislative Program

