P.O. Box 755
Big Bear City, CA 92314
(909) 585-3219
(909) 585-2900 fax
FlyBigBear.com

"The Big Bear Airport District provides Big Bear Valley with a safe, efficient and exceptional venue for aviation operations."

REGULAR BOARD OF DIRECTORS MEETING

Big Bear Airport District
Wednesday, August 12, 2026
4:00 P.M.

Temporary Terminal Building – Board Room (501 Valley Blvd, Big Bear City, CA 92314)

BOARD MEMBERS:

Kam Lawrence, President
Marikay Lindstrom, Vice President
Steve Castillo
Darrell Gardner
Wesley Krause

Unless you are a public safety official, please turn off your cell phone or place it on vibrate mode during the Meeting.

This Agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2, which is a portion of California's Open Meeting Law called the "Brown Act." The agenda contains a brief, general description of each item of business that is to be discussed and/or transacted. Prior to acting on any Agenda item, the Board will consider public comments.

1. **CALL TO ORDER**

2. **FLAG SALUTE**

   MISSION STATEMENT: The Big Bear Airport District serves the Big Bear Valley by providing a safe, efficient, and exceptional venue for aviation operations.

3. **ROLL CALL AND INTRODUCTIONS**

4. **APPROVAL OF AGENDA**

5. **PUBLIC COMMENTS:** A person wishing to comment on a non-Agenda item should approach the podium and wait for the President to recognize him/her. Unless otherwise provided for a specific item, all comments are limited to 3 minutes each with an overall total of 15 minutes. A speaker cannot allot their time to others.

Comments on Agenda items: Comments concerning matters on the agenda will be heard at the time the matter is considered.
Comments on non-Agenda Items: Comments concerning matters not on the agenda will be heard during the Public Comment section on the agenda. A speaker's comments should be within the subject matter jurisdiction of the Big Bear Airport District Board.

Please note that if you wish to address the Board on items not listed on the posted Agenda, the Brown Act does not allow Board discussion of such items because they are not on the agenda and thus were not publicly noticed. Therefore, the Board may only do the following: refer the matter to staff, ask for additional information or request a report back, or give a limited factual response. Your comments may be placed on the agenda for future discussion.

6. **BIG BEAR AIRPORT'S PILOTS ASSOCIATION**

7. **CONSENT AGENDA**

   7.1. APPROVAL OF MEETING MINUTES – JULY 8, 2026, REGULAR MEETING

   7.2. YTD FINANCIAL REPORTS – JUNE 2026

8. **PULLED CONSENT AGENDA ITEMS**

9. **BUSINESS MATTERS**

   9.1. REVIEW AND POSSIBLE APPROVAL OF MOUNTAIN TRANSIT BUS SHELTER PROPOSAL

   9.2. REVIEW AND POSSIBLE APPROVAL OF A MASTER SERVICES AGREEMENT WITH VC3, INC. FOR INFORMATION TECHNOLOGY (IT) AND CYBERSECURITY SERVICES

   9.3. REVIEW AND POSSIBLE APPROVAL OF COMLOCK SECURITY EQUIPMENT INSTALLATION AND SETUP PROPOSAL

   9.4. REVIEW AND POSSIBLE APPROVAL OF REALFOOD – HOSPITALITY, STRATEGY AND DESIGN PROPOSAL: MANAGEMENT ADVISORY SERVICES AGREEMENT

   9.5. REVIEW AND POSSIBLE APPROVAL OF FIRE SPRINKLER MONITORING SERVICE AGREEMENT

10. **MANAGER'S REPORT**

11. **DIRECTOR'S COMMENTS**

12. NEXT MEETING DATE:

Wednesday, September 9, 2026, at 4:00 p.m. – Regular Board of Directors Meeting
Location: Temporary Terminal Building

13. ADJOURNMENT

CERTIFICATION: I, Rebecca Cannon, Board Secretary of the Big Bear Airport District, do hereby certify that I posted a copy of the foregoing Agenda on August 8, 2026, at least 72 hours in advance of the Regular Board of Directors Meeting (Government Code Section 54954.2).

Rebecca Cannon
Board Secretary

The Big Bear Airport District ("District") Board Meeting area is handicapped accessible. Persons with disabilities can receive this Agenda in an alternative format and should call the Airport Office at (909) 585-3219. Notification of 48 hours prior to the Meeting will enable the District to make arrangements to assure accessibility to the Meeting. The Agenda is posted on the District's Website at www.flybigbear.com. If access to the Website is not available, copies may be obtained by calling the Airport Office.

MINUTES

REGULAR BOARD OF DIRECTORS MEETING

Wednesday, July 8, 2026
4:00 p.m.

"The Big Bear Airport District serves the Big Bear Valley by providing a safe, efficient, and exceptional venue for aviation operations"

BOARD OF DIRECTORS
Kam Lawrence, President | Marikay Lindstrom, Vice President
Director Steve Castillo | Director Darrell Gardner | Director Wesley Krause

MEETING LOCATION

Temporary Terminal Building – 501 Valley Blvd, Big Bear City, CA 92314

1. **CALL TO ORDER:** President Lawrence called to order the Regular Meeting of the Big Bear Airport Board of Directors on Wednesday, July 8, 2026, at 4:02 p.m.

2. **ROLL CALL AND INTRODUCTIONS:** Board Secretary, Rebecca Cannon, recorded the following:

   DIRECTORS PRESENT: President Lawrence, Vice President Lindstrom, Director Castillo, Director Gardner, and Director Krause.

   DIRECTORS ABSENT: None.

   OTHERS PRESENT: General Manager Ryan Goss, Administrative Manager Abby Darling, Administrative Assistant Ariel Valenzuela and Board Secretary Rebecca Cannon.

3. **APPROVAL OF AGENDA:** No changes. Approved by Consensus.

4. **PUBLIC COMMENTS:** None.

5. **BIG BEAR AIRPORTS PILOTS ASSOCIATION:** Jack Williams, President of BBAPA, contributed.

6. **CONSENT AGENDA**

   6.1. APPROVAL OF MEETING MINUTES – JUNE 10, 2026, SPECIAL MEETING

   6.2. APPROVAL OF MEETING MINUTES – JUNE 10, 2026, REGULAR MEETING

   6.3. YTD FINANCIAL REPORTS – MAY 2026

Director Krause moved to approve the minutes of the Special Board of Directors Meeting held on June 10, 2026, the Regular Board of Directors Meeting held on June 10, 2026, and to accept, for filing, the Year-to-Date Financial Reports for May 2026 as presented.

Vice President Lindstrom seconded the motion.

The motion passed, with all present board members voting AYE.

7. **PULLED CONSENT AGENDA ITEMS:** None.

8. **BUSINESS MATTERS**

   8.1. **CONTINUED DISCUSSION FOR THE FUTURE RESTAURANT IN THE NEW TERMINAL BUILDING**

   The Board discussed and considered engaging with and hiring RealFood Hospitality, a full-service hospitality strategy and design firm, to assist with the development, review, and issuance of the Request for Proposals (RFP), as well as the potential for the firm to provide expertise in areas such as planning, design, and perhaps build of the restaurant.

   Following discussion, the Board reached consensus in wanting to see more information from the firm, including, but not limited to, a breakdown in costs and services offered, prior client testimonials, and deliverables.

   This item will be brought back for further discussion at a future board meeting.

9. **MANAGERS' REPORT**

   In addition to reviewing the May operations report, General Manager Ryan Goss updated the Board on the progress of the new terminal building and the two (2) grants the District recently received for the Runway Rehabilitation Project and the purchase of snow removal equipment; informed the Board of recent damage occurring to one of the hangars in result of strong winds; notified the Board of his attendance at an upcoming SWAAAE (Southwest American Association of Airport Executives) Conference taking place in Palm Desert; and discussed several administrative house-keeping items, including the completed annual invoicing and the upcoming annual Fiscal Year Audit.

10. **DIRECTOR'S COMMENTS:** All Directors contributed.

11. **NEXT MEETING DATE:**

    Wednesday, August 12, 2026, at 4:00 p.m. – Regular Board of Directors Meeting
    Location: Temporary Terminal Building

12. **ADJOURNMENT:** 5:31 p.m.

________________________	**Attest:** ________________________
Kam Lawrence, President Board Of Directors	Rebecca Cannon Board Secretary

Big Bear Airport District
Profit & Loss Budget Performance
June 2026

	June	Jul - June 26	Total Budget	$ Over/(Under) Budget	% of Budget Target: 100%
Income					
4054 · State Subsidy	$ -	$ 10,000.00	$ 10,000.00	$ -	100%
4055 · Tax Revenues	1,607	2,282,029	2,224,400	57,629	103%
4110 · Sales-Aircraft Fuel	50,722	591,815	666,100	(74,285)	89%
4200 · Auto Parking	650	7,525	8,000	(475)	94%
4206 · Events Revenue	-	2,000	1,000	1,000	200%
4210 · Commercial Leases	3,247	36,861	29,700	7,161	124%
4220 · Ground Lease	7,806	95,681	100,600	(4,919)	95%
4230 · Hangar Rentals	35,383	422,578	427,700	(5,122)	99%
4254 · Gate Access Remote/Key Repl.	40	120	200	(80)	60%
4255 · Aircraft Oil Sales	450	3,496	3,300	196	106%
4256 · Aircraft Stores Sales	348	859	900	(41)	95%
4260 · Souvenir Sales	211	3,476	7,000	(3,524)	50%
4270 · Storage Units	488	5,857	5,900	(43)	99%
4280 · Tiedown Rents	626	6,657	6,200	457	107%
4290 · Tiedown Transient	159	2,779	3,000	(221)	93%
4300 · RV/Camper Storage	1,280	16,160	17,300	(1,140)	93%
4305 · Reimbursed Expense	193,100	636,699	202,500	434,199	314%
4310 · Misc Revenue	-	-	600	(600)	0%
4320 · Late Fees-Tenant Rentals	43	347	300	47	116%
4325 · Sales Adjustment	-	-			
Total Income	296,160	4,124,939	3,714,700	410,239	111%
Cost of Goods Sold					
5000 · COGS- Aircraft Fuel	39,022	442,269	598,300	(156,031)	74%
5005 · COGS-Souvenirs	-	-	5,800	(5,800)	0%
5010 · COGS - Oil	-	-	1,900	(1,900)	0%
5015 · COGS - Aircraft Stores	-	-	1,000	(1,000)	0%
Total COGS	39,022	442,269	607,000	(164,731)	73%
Gross Profit	257,138	3,682,670	3,107,700	574,970	119%
Expense					
5040 · Marketing	431	67,762	75,000	(7,238)	90%
5061 · Bank Charges/Credit Card Fees	2,786	31,010	33,700	(2,690)	92%
5090 · Contract Services	5,334	89,649	91,300	(1,651)	98%
5110 · Motorized Vehicle Fuel	1,764	14,315	27,200	(12,885)	53%
5125 · Directors' Expenses	500	12,425	13,700	(1,275)	91%
5140 · Dues & Subscriptions	213	13,688	16,500	(2,812)	83%
5150 · Staff Expenses	1,490	9,336	16,000	(6,664)	58%
5160 · Fees/Permits/Licenses	-	11,514	13,300	(1,786)	87%
5170 · Hazardous Waste Pickup	-	350	1,000	(650)	35%
5180 · Insurance-Liability Expense	-	75,802	85,000	(9,198)	89%
5182 · Insurance-Worker's comp	-	21,787	23,300	(1,513)	94%
5210 · Janitorial Supplies	-	1,982	2,300	(318)	86%
5215 · Manager's Expenses	-	715	2,100	(1,385)	34%
5230 · Office Operational Expense	401	3,840	5,200	(1,360)	74%
5250 · Professional Services	14,273	92,088	98,300	(6,212)	94%
5260 · Repair & Maintenance-AWOS	-	4,915	5,300	(385)	93%
5275 · R & M - Aircraft Fuel Farm	-	11,608	10,000	1,608	116%
5280 · Repair & Maintenance-Grounds	359	17,092	15,000	2,092	114%
5285 · Repair & Maintenance-Hangars	-	781	10,000	(9,219)	8%

Big Bear Airport District
Profit & Loss Budget Performance
June 2026

	June	Jul - June 26	Total Budget	$ Over/(Under) Budget	% of Budget Target: 100%
5290 · Repair & Maintenance-Lighting	(5,872)	5,465	5,500	(35)	99%
5295 · R & M - Terminal Building	-	164	6,200	(6,036)	3%
5300 · R & M - Motorized Equipment	707	23,697	32,000	(8,303)	74%
5305 · Repair & Maint Fire Extinguish	-	3,775	3,600	175	105%
5310 · Emerg Equip/Supplies	-	436	1,300	(864)	34%
5350 · CDTFA Dealer Tax	55	944	1,100	(156)	86%
5373 · Tools/Small Maint Equipment	-	4,999	5,000	(1)	100%
5390 · Winter Ops Contingency	-	-	6,000	(6,000)	0%
5400 · Utilities	10,218	162,049	161,900	149	100%
6565 · Salaries	62,808	780,873	798,200	(17,327)	98%
6570 · FICA-Employer	-	366	300	66	122%
6575 · Medicare-Employer	918	11,598	10,900	698	106%
6585 · Health, Life, Dent.& Vision Ins	26,418	312,801	317,400	(4,599)	99%
6590 · 457 Contribution-ER Match	3,200	32,089	24,000	8,089	134%
6594 · Survivor Benefit Expense	-	557	500	57	111%
6595 · Pension Expense	6,105	156,064	159,700	(3,636)	98%
6596 · Pension - ER Paid for EE	1,082	13,722	13,300	422	103%
6597 · GASB 68 Report Fee	-	350	700	(350)	50%
6599 · SSA218-CalPERS Annual AdminFee.	-	100	100	-	100%
Total Expense	133,190	1,990,708	2,091,900	(101,192)	95%
Net Ordinary Income	123,948	1,691,962	1,015,800	676,162	167%
Other Income/Expense					
Other Income					
4330 · Investment Revenue	6,303	274,323	285,800	(11,477)	96%
4332 · Unrealized Gain/(Loss) on Invmt	17,707	140,778			
Total Other Income	24,010	415,101	285,800	129,301	145%
Other Expense					
5205 · Interest Exp-Terminal Bldg Loan	-	217,523	217,500	23	100%
5207 · Term.Bldg. Loan Debt Service	-	230,000	230,000	-	100%
5039 · Capital Improvement Projects	45	151,673	161,000	(9,327)	94%
5042 · Airport Capital Impr Projects	390,792	898,818	121,900	776,918	737%
Total Other Expense	390,837	1,498,014	730,400	767,614	205%
Net Other Income	(366,827)	(1,082,913)	(444,600)	(638,313)	244%
Net Income	$ (242,879.00)	$ 609,049.00	$ 571,200.00	$ 37,849.00	

Big Bear Airport District
Terminal Building Project Budget to Actual
Fiscal Year 2025/26
June 2026

		Total Project Activity	Total Project Budget	% of Budget
1	**Funding Sources**			
2	Use of Equity Funds (District Allocated Reserves)	$ 2,216,638	$ 3,494,000	63.4%
3	Use of Terminal Building Bond Fund (Loan)	7,484,842	7,150,000	100.0%
4	Other Funding Sources	-	3,967,500	0.0%
5	**Total Funding Sources**	**9,701,480**	**14,611,500**	**66.4%**
6	**Project Expenses**			
7	Terminal Bldg. Design (FY26 remaining)	156,780	251,200	62.4%
8	Terminal Bldg. Construction	9,544,700	14,360,300	66.5%
9	**Total Project Expenses**	**9,701,480**	**14,611,500**	**66.4%**
10	**Net Increase/(Decrease) To Op Reserve**	**$ -**	**$ -**	

Big Bear Airport District
Balance Sheet
As of June 30, 2026

	Jun 30, 26
ASSETS	
Current Assets	
Checking/Savings	
1040 · Checking Account	3,007,396
1050 · US Bank Checking	1,726
Total Checking/Savings	3,009,122
Accounts Receivable	
1140 · Accounts Receivable	17,718
Total Accounts Receivable	17,718
Other Current Assets	
1001 · Petty Cash	350
1125 · LAIF	306,274
1125.01 · LAIF - Fair Market Value	349
1127 · TD Ameritrade, Inc.	3,569,056
1128 · CLASS	2,026,783
1142 · Lease Receivable	335,806
1160 · Prepaid Medical/Life Insurance	42,305
1164 · Pre Paid Jet A Fuel Tax	11,334
1166 · Pre-Paid Expense	12,018
1181 · Inventory-Souvenirs	7,372
1182 · Inventory-Fuel	99,851
1183 · Inventory - Oil	6,519
1185 · Inventory - Aircraft Stores	4,156
1499 · Undeposited Funds	107
Total Other Current Assets	6,422,279
Total Current Assets	9,449,118
Fixed Assets	
1201 · Land	3,692,512
1220 · Land Improvements	18,172,525
1240 · Structure Improvements	5,726,203
1250 · Operating Equipment	4,184,403
1270 · Accumulated Depreciation	-21,973,321
1300 · Construction in Progress	3,189,400
Total Fixed Assets	12,991,721
Other Assets	
1150 · Deferred Outflows of Resources	636,719
Total Other Assets	636,719
TOTAL ASSETS	**23,077,558**

Big Bear Airport District
Balance Sheet
As of June 30, 2026

	Jun 30, 26
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · Accounts Payable	394,671
Total Accounts Payable	394,671
Other Current Liabilities	
2010 · Retention Payable	452,772
2123 · Accrued Vacation	91,132
2124 · Accrued Sick Leave	112,320
2200 · Sales Taxes Payable	16,796
2250 · Retirement Contribution Payable	-24
2301 · Deposits-Tenant Security	33,591
2302 · Deposits-Gate Access	7,230
2303 · Deposits-Wait List	18,402
2320 · Prepaid Rents	1,556
Total Other Current Liabilities	733,775
Total Current Liabilities	1,128,446
Long Term Liabilities	
2525 · Terminal Building Loan	7,480,948
2600 · Net Pension Liability	840,024
2620 · Net OPEB Obligation	1,000,435
2625 · Deferred Inflows of Resources	748,951
2630 · DIR - Leases	331,356
Total Long Term Liabilities	10,401,714
Total Liabilities	11,530,160
Equity	
3900 · Retained Earnings	18,458,439
Net Income	-6,911,041
Total Equity	11,547,398
TOTAL LIABILITIES & EQUITY	**23,077,558**

Big Bear Airport District
US Bank CC Expense-Detail
June 2026

Date	Memo	Amount
US Bank		
06/22/2026	Trimmer Line, RWY Closure Signs	379.51
06/22/2026	Retuned items/Reimbusement	-144.94
06/22/2026	CalPERS Ed Forum Registration	549.00
06/22/2026	Coffee Station Supplies	271.11
06/22/2026	Office Supplies, Postage	345.02
06/22/2026	Ring Central	317.72
06/22/2026	WVPP Annual Training	216.00
06/22/2026	Zoom, Webcam	212.98
06/22/2026	SRE Bid in Grizzly	2,885.85
06/22/2026	Water	255.60
06/22/2026	Sympathy Plant for HM	119.05
06/22/2026	Generic Biz Cards	159.69
06/30/2026	Windsock x2	124.88
06/30/2026	Office Supplies	56.31
06/30/2026	Ring Central	317.72
Total US Bank		6,065.50
TOTAL		**6,065.50**

Big Bear Airport District
PO Box 755
Big Bear City, CA 92314

California CLASS

California CLASS

Average Monthly Yield: 3.6996%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Cash Reserve	2,020,638.96	0.00	0.00	6,143.55	37,425.44	2,020,843.75	2,026,782.51
TOTAL	**2,020,638.96**	**0.00**	**0.00**	**6,143.55**	**37,425.44**	**2,020,843.75**	**2,026,782.51**

Cash Reserve

Account Summary

Average Monthly Yield: 3.6996%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	2,020,638.96	0.00	0.00	6,143.55	37,425.44	2,020,843.75	2,026,782.51

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
06/01/2026	Beginning Balance			2,020,638.96	
06/30/2026	Income Dividend Reinvestment	6,143.55			
06/30/2026	Ending Balance			2,026,782.51	

California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
06/01/2026	0.000100956	3.6991%
06/02/2026	0.000100959	3.6850%
06/03/2026	0.000100723	3.6764%
06/04/2026	0.000100593	3.6716%
06/05/2026	0.000302484	3.6802%
06/06/2026	0.000000000	3.6802%
06/07/2026	0.000000000	3.6802%
06/08/2026	0.000101094	3.6899%
06/09/2026	0.000101071	3.6891%
06/10/2026	0.000100731	3.6767%
06/11/2026	0.000100840	3.6807%
06/12/2026	0.000303573	3.6935%
06/13/2026	0.000000000	3.6935%
06/14/2026	0.000000000	3.6935%
06/15/2026	0.000101914	3.7199%
06/16/2026	0.000102136	3.7280%
06/17/2026	0.000101698	3.7120%
06/18/2026	0.000406852	3.7125%
06/19/2026	0.000000000	3.7125%
06/20/2026	0.000000000	3.7125%
06/21/2026	0.000000000	3.7125%
06/22/2026	0.000101535	3.7060%
06/23/2026	0.000101421	3.7019%
06/24/2026	0.000101545	3.7064%
06/25/2026	0.000101700	3.7120%
06/26/2026	0.000305175	3.7130%
06/27/2026	0.000000000	3.7130%
06/28/2026	0.000000000	3.7130%
06/29/2026	0.000101595	3.7082%
06/30/2026	0.000101806	3.7159%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Columbia Capital Management, LLC

PORTFOLIO SUMMARY

Big Bear Airport District

Income

June 30, 2026

Security Type	Quantity	Total Cost	Market Value	Pct. Assets	Cur. Yield	Est.Annual Income
Fixed Income						
Agency Securities	2,510,000	2,490,498.30	2,494,967.13	70.5	3.8	13,860.00
	2,510,000	2,490,498.30	2,494,967.13	70.5	3.8	13,860.00
Cash and Equiv.						
Cash and Equivalents	0	11,002.53	11,002.53	0.3	0.2	22.01
Mutual Funds	34,641	34,640.92	34,640.92	1.0	4.6	1,601.53
Treasury Bills	1,000,000	990,899.00	998,497.92	28.2	3.4	0.00
	1,034,641	1,036,542.45	1,044,141.37	29.5	3.4	1,623.54
TOTAL PORTFOLIO	3,544,641	3,527,040.75	3,539,108.50	100.0	3.7	15,483.54

Columbia Capital Management, LLC

FIXED INCOME PORTFOLIO

Big Bear Airport District

Income

June 30, 2026

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Accrued Interest	Market Value +Accr.Int.	Pct. Assets	Yield To Mat.	Duration
Agency Securities										
1,260,000	FEDERAL HOME LOAN BANKS 1.100% Due 08-24-26	99.31	1,251,305.80	99.59	1,254,819.40	4,851.00	1,259,670.40	35.5	3.84	0.15
1,250,000	Federal Home Loan Bank Discount Note 0.000% Due 09-15-26	99.14	1,239,192.50	99.21	1,240,147.74	0.00	1,240,147.74	35.0	3.71	0.21
			2,490,498.30		2,494,967.13	4,851.00	2,499,818.13	70.5	3.78	0.18
Cash and Equivalents										
	Cash		11,002.53		11,002.53		11,002.53	0.3		0.00
			11,002.53		11,002.53	0.00	11,002.53	0.3	0.00	0.00
Mutual Funds										
34,641	SCHWAB US TREASURY MONEY ULTRA	1.00	34,640.92	1.00	34,640.92		34,640.92	1.0		0.00
			34,640.92		34,640.92	0.00	34,640.92	1.0	0.00	0.00
Treasury Bills										
1,000,000	UNITED STATES TREAS BILLS 0.000% Due 07-16-26	99.09	990,899.00	99.85	998,497.92	0.00	998,497.92	28.2	3.38	0.04
			990,899.00		998,497.92	0.00	998,497.92	28.2	3.38	0.04
			3,527,040.75		3,539,108.50	4,851.00	3,543,959.50	100.0	3.62	0.14

Columbia Capital Management, LLC

PERFORMANCE REPORT
GROSS OF FEES

Big Bear Airport District
Income

From 05-31-26 to 06-30-26

Portfolio Value on 05-31-26	3,530,655.01
Accrued Interest	3,734.50
Contributions	0.00
Withdrawals	0.00
Realized Gains	1,764.59
Unrealized Gains	6,585.47
Interest	3.40
Dividends	100.04
Change in Accrued Interest	1,116.50
Portfolio Value on 06-30-26	3,539,108.50
Accrued Interest	4,851.00
Average Capital	3,534,389.51
Total Gain before Fees	9,570.00
IRR for 0.08 Years	0.27%

COLUMBIA CAPITAL
MUNICIPAL ADVISORS

Columbia Capital Management, LLC

PERFORMANCE REPORT
GROSS OF FEES

Big Bear Airport District
Income

From 05-01-22 to 06-30-26

Portfolio Value on 05-01-22	0.00
Accrued Interest	0.00
Contributions	0.00
Withdrawals	0.00
Transfers In	2,999,733.00
Realized Gains	96,504.35
Unrealized Gains	12,067.75
Interest	393,692.31
Dividends	37,111.09
Change in Accrued Interest	4,851.00
Portfolio Value on 06-30-26	3,539,108.50
Accrued Interest	4,851.00
Average Capital	2,936,622.25
Total Gain before Fees	544,226.50
IRR for 4.16 Years	18.53%

Columbia Capital Management, LLC

FIXED INCOME DISTRIBUTION

Big Bear Airport District

Income

June 30, 2026

Summary Information

Totals		Weighted Averages	
Par Value	3,510,000	Average YTM	3.67
Market Value	3,493,465.05	Average Maturity (yrs)	0.14
Total Cost	3,481,397.30	Average Coupon (%)	0.40
Net Gain/Loss	12,067.75	Average Duration	0.14
Annual Income	13,860.00	Average Moody Rating	NR
Number of Issues	3	Average S&P Rating	NR

Distribution by Moody Rating

Rating	Number	Mkt Value	% Bond Holdings	Average Y T M	Average Coupon	Average Duration
Not Rated	3	3,493,465.05	100.0	3.7	0.395%	0.1

Distribution by S&P Rating

Rating	Number	Mkt Value	% Bond Holdings	Average Y T M	Average Coupon	Average Duration
Not Rated	3	3,493,465.05	100.0	3.7	0.395%	0.1

Local Agency Investment Fund

P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 06, 2026

LAIF Home
PMIA Average Monthly Yields

BIG BEAR AIRPORT DISTRICT

GENERAL MANAGER
P.O. BOX 755
BIG BEAR CITY, CA 92314

June 2026 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	303,313.13
Total Withdrawal:	0.00	Ending Balance:	303,313.13

FY 2025-2026

NO.	APPORTIONMENT	COLLECTION PERIOD	APPORTIONMENT DATE	FUNDS AUTOMATICALLY DEPOSITED	CHECK AMOUNT
1.	Tax Roll Revenues	7/1/25 - 11/5/25	11/12/2025	11/14/2025	$284,549.16
2.	Tax Roll Revenues	11/6/25 - 11/24/25	12/1/2025	12/3/2025	$132,527.65
3.	Homeowners' Exemption Reimbursement - 15%	7/1/25 - 11/30/25	12/4/2025	12/8/2025	$1,606.68
4.	Tax Roll Revenues	11/25/25 - 12/11/25	12/16/2025	12/18/2025	$717,641.04
5.	**Tax Roll Revenues - RPTTF Distribution***	4/29/25 - 12/11/25	12/22/2025	12/30/2025	$98,432.34
6.	Tax Roll Revenues	12/12/25 - 12/31/25	1/7/2026	1/12/2026	$33,528.08
7.	Homeowners' Exemption Reimbursement - 35%	12/1/25 - 12/31/25	1/13/2026	1/15/2026	$3,748.93
8.	Tax Roll Revenues - Including VLF**	1/1/26 - 1/9/26	1/20/2026	1/22/2026	$12,518.13
9.	Tax Roll Revenues - Including Unitary	1/10/26 - 1/29/26	2/11/2026	2/17/2026	$70,388.88
10.	Tax Roll Revenues	1/30/26 - 2/20/26	3/4/2026	3/6/2026	$43,328.51
11.	Tax Roll Revenues	2/21/26 - 3/20/26	3/25/2026	3/27/2026	$86,125.92
12.	Tax Roll Revenues	3/21/26 - 4/13/26	4/16/2026	4/20/2026	$680,741.29
13.	Tax Roll Revenues	4/14/26 - 4/27/26	4/30/2026	5/4/2026	$8,474.99
14.	Homeowners' Exemption Reimbursement - 35%	1/1/26 - 4/30/26	5/6/2026	5/8/2026	$3,748.93
15.	Tax Roll Revenues - Including VLF and Unitary	4/28/26 - 5/6/26	5/15/2026	5/19/2026	$34,521.06
16.	**Tax Roll Revenues - RPTTF Distribution***	12/12/25 - 4/27/26	5/26/2026	5/28/2026	$68,540.59
17.	Homeowners' Exemption Reimbursement - 15%	5/1/26 - 6/30/26	6/4/2026	6/8/2026	$1,606.68
18.	Tax Sales Excess Proceeds				
19.	Tax Roll Revenues				
20.	FY 2025-2026 Year-End Reconciliation				
21.	FY 2025-2026 Teeter Plan Adjustment				
	* *Redevelopment Property Tax Trust Fund*			Total	$2,282,028.86

Date: August 12, 2026

To: Board of Directors

From: Ryan Goss, General Manager

Subject: Review and Possible Approval of Mountain Transit Bus Shelter Proposal

Background/Discussion:

Mountain Area Regional Transit Authority (Mountain Transit) has requested permission to install one bus shelter on Big Bear Airport District property, to serve transit riders and improve public transportation amenities in the community. The proposed shelter is part of a grant-funded community beautification and public service program for which Mountain Transit received funding in 2024. According to Mountain Transit, the project must move forward expeditiously to ensure the allocated funding remains available. Construction is targeted for the current summer season due to weather-related limitations on concrete work in mountain communities. Mountain Transit has already secured a contractor, ordered materials, and completed similar shelter installations at several locations throughout the Valley, including Moonridge, the Bear Valley Community Hospital area, and the Big Bear Municipal Water District facility.

Mountain Transit would be solely responsible for all costs associated with design, construction, installation, insurance, maintenance, repairs, litter removal, and graffiti abatement. The District's role would be limited to granting permission and providing reasonable access for installation and maintenance. The proposed agreement term is twenty (20) years, consistent with the anticipated service life of the shelters.

Financial Impact:

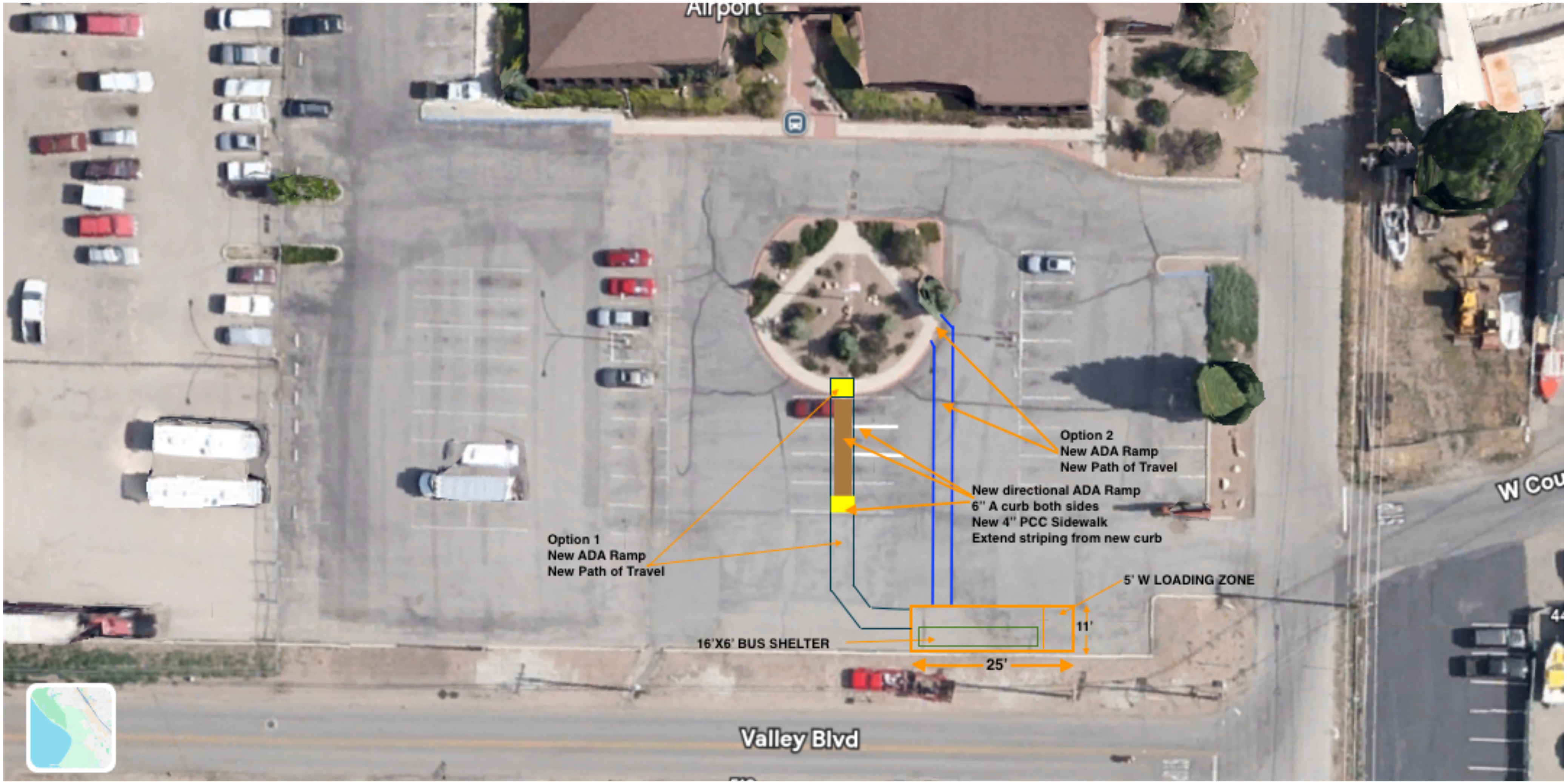
There is no direct fiscal impact on the Big Bear Airport associated with the proposed bus shelter installation.

Recommendation:

Authorize the General Manager to negotiate, prepare, and execute an agreement with Mountain Transit for the installation, operation, maintenance, and insurance of bus shelters on District-owned property.

Attachments:

1. Rendering of the Bus Shelter Location
2. Rendering of the Bus Shelter Design


Airport
Option 2
New ADA Ramp
New Path of Travel
New directional ADA Ramp
6" A curb both sides
New 4" PCC Sidewalk
Extend striping from new curb
Option 1
New ADA Ramp
New Path of Travel
5' W LOADING ZONE
11'
16'X6' BUS SHELTER
25'
Valley Blvd

Bus Shelter design

Date: August 12, 2026

To: Board of Directors

From: Ryan Goss, General Manager

Subject: Review and Possible Approval of a Master Services Agreement with VC3, Inc. for Information Technology (IT) and Cybersecurity Services

Background:

- January 14, 2026: Board directed staff to issue the RFP.
- District received proposals, evaluated them, and interviewed the top three firms.
- Staff recommended VC3, Inc. based on overall value.
- May 13, 2026: Board authorized the General Manager to issue a Notice to Proceed and negotiate a Master Services Agreement with VC3, Inc.

Discussion:

At their May 13, 2026, Regular Board of Directors Meeting, the Board authorized the General Manager to issue a Notice to Proceed to VC3, Inc. and to work with VC3, Inc. to negotiate and prepare a Professional Services Agreement for Information Technology and Cybersecurity Services.

Since that authorization, Airport Management, the District's legal counsel, and representatives from VC3, Inc. have worked collaboratively to negotiate and define the terms of a Master Services Agreement that provides a fair and balanced framework benefiting both parties. The agreement establishes the scope of services, service level expectations, responsibilities, performance standards, compensation, and other contractual provisions necessary to support the District's ongoing information technology and cybersecurity needs while appropriately managing operational and legal risks.

The negotiated agreement reflects the collaborative efforts of all parties to ensure the District receives reliable, responsive, and secure technology services while maintaining appropriate contractual protections and accountability measures. Staff believe the proposed Master Services Agreement represents a mutually beneficial partnership that supports the District's long-term operational objectives and provides continuity of critical IT and cybersecurity services.

The finalized Master Services Agreement is now presented to the Board for review and consideration. Upon approval, the agreement will formalize the District's continued partnership with VC3, Inc. under the terms negotiated by Airport Management, legal counsel, and VC3.

Recommendation:

Staff recommends that the Board of Directors:

1. Approve the Master Services Agreement between the Big Bear Airport District and VC3, Inc. for Information Technology and Cybersecurity Services; and
2. Authorize the General Manager to execute the Master Services Agreement and any other documents necessary to implement and administer the agreement on behalf of the District.

Attachments:

1. VC3, Inc. Master Agreement
2. VC3, Inc. Manage Order

Master Agreement

Big Bear Airport District
501 Valley Blvd.
Big Bear , California 92314
United States

Ryan Goss
rgoss@flybigbear.com
9092395273

Reference: 20260805-100538423

Company:

VC3
1301 Gervais St.
Suite 1800
Columbia, SC 29201
United States

Prepared by: Jack Earthman
Strategic Advisor
jack.earthman@vc3.com

Master Agreement

This Master Agreement ("Agreement") is entered into as of August 5, 2026 (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and Big Bear Airport District, having its principal place of business at 501 Valley Blvd. ("Client").

Client and Company hereby agree as follows:

1. Services, Third Party Products and Orders.
1.1 Services. Company will provide to Client computer system and network maintenance services, managed services, software services, hardware as a service ("HaaS"), consulting services and/or professional services (the "Services") in each case if and as described in a written executed order between Company and Client (each an "Order"); provided however that the Parties recognize that Company may from time to time provide Services to Client at Client's request without an Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at Company's standard hourly billing rates.

1.2 Third Party Products. Company may sell or license or provide Third Party Products (as defined in Section 5.2) to Client as set forth in and on terms and conditions set forth in an Order.

1.3 Order. To be effective, each Order shall reference this Agreement and, when Client's signed version is received by Company, shall automatically be deemed a part of, incorporated into, and governed by the terms of, this Agreement. Each Order is enforceable according to the terms and conditions contained therein.

1.4 Change Orders. Client may request a change in the scope or nature of the Services in an Order at any time. However, changes to the scope of the Services in an Order can be made only in writing executed by both Parties.

1.5 Non-Exclusive. Client understands and agrees that the Services provided under this Agreement are not exclusive to Client, and Company may provide the same or similar services to Company's other customers.

2. Charges for Services and Third Party Products.
2.1 Fees. Client agrees to pay Company the fees for Services and Third Party Products as indicated in each Order (collectively referred to as the "Fees"). Unless otherwise expressly stated in an Order, Company's compensation for Services will be rendered on a time and materials basis at the hourly rates set forth in the Order. The Order may call for a budget of expected charges as a way for both Parties to monitor performance. Company may increase any Fees once per year in an amount equal to the greater of (i) CPI change for All Urban Consumers or (ii) 5%.
2.2 Payment.
(a) Due Date of Fees. Unless otherwise stated in an Order, all Fees for Services shall be due and payable by Client in advance of the calendar month in which the Services are to be provided to Client. Unless otherwise stated in an Order, Fees for Third Party Products shall be due and payable in advance of delivery. Payments made using electronic transfer shall be deducted from Client's designated bank account on the first business day of the month for which the Services are to be provided or on the date of delivery of Third Party Products. For prepaid Fees or Fees paid pursuant to a service plan, payment must be made in advance of providing Services or delivery of Third Party Products, unless other arrangements are agreed upon in the Order. Fees invoiced to Client shall be paid on a net thirty (30) day basis.
(b) Dispute of Fees. Client shall provide Company with written notice of any Fees that are disputed payment amounts by emailing accounts.payable@vc3.com prior to the applicable due date of such amount(s) and hereby waives all right to dispute or contest such Fees once the applicable due date has lapsed. Upon receipt of Client's notice of any dispute, the Parties shall work in good faith to reach a mutually acceptable resolution as to the disputed amount of Fees. Client shall timely pay all undisputed amounts of any Fees.
(c) Charges for Late Payment. Late payment for undisputed Fees (or any other amounts owing from Client to Company) shall be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law.
(d) Company Rights for Failure to Pay. If within fifteen (15) calendar days after the applicable due date, Client fails to pay any Fees (excluding fees disputed in accordance with Section 2.2(b)), and until Company receives from Client full payment for all such Fees and all related late payment charges thereto, Company may, without limitation to its other rights and remedies, (i) refuse to accept any additional Orders for any Services and/or Third Party Products; (ii) restrict Client's access to all or any of the Services; and/or (iii) suspend performing any Services or further shipment of any Third Party Products. Company will notify Client, in writing, of its intention to suspend, and such suspension may take place no earlier than five (5) calendar days after notice of suspension if all such Fees and all related late payment charges thereto are not paid in full. In the event Company suspends the Services under this Section, a re-connect fee may be charged to Client and Company shall have no liability for delays or damages incurred by Client or any third party related to such suspension, and no Service interruption shall be deemed to have occurred, if applicable. Client shall be liable to Company for and reimburse and, to the maximum extent permitted by

law, indemnify Company against legal fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

2.3 Expenses. Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including without limitation travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 Taxes. Client shall pay directly, or reimburse Company for, and, to the maximum extent permitted by applicable law, indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or Third Party Products or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, Third Party Products, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income**.** If applicable, Client is responsible to provide its tax exemption certificate to Company.

3. Term; Termination.

3.1 Term. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement.

3.2 Termination for Breach. Either Party may terminate an Order or this Agreement, as applicable, for material breach by the other Party of the Order or this Agreement, as applicable, which is not cured within 30 calendar days from the receipt by the Party in breach of a written notice from the other Party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination.

3.3 Early Termination. The Parties acknowledge that early termination of this Agreement or any Order (i) by Company pursuant to Section 3.2 (Termination for Breach) or (ii) termination of this Agreement or an Order by Client for any reason other than pursuant to Section 3.2 will result in Company incurring damages difficult or impossible to ascertain. In the event of such occurrence, Company will be entitled to, and Client agrees to pay, all fees due for the remaining term of the Agreement, or Order(s), as applicable, in addition to any other amounts owed to Company under this Agreement (the "Liquidated Damages"). The Parties intend that the Liquidated Damages constitute compensation and not a penalty. The Parties acknowledge and agree that it would be impractical or extremely difficult to determine the actual damages to Company occurring in the event of such an early termination and the Liquidated Damages are a reasonable and genuine estimate of the actual damages to Company from such an early termination of this Agreement or any Order by Client and shall be deemed to represent damages actually sustained by Company without further proof.

3.4 Equipment / Software Removal. Upon termination of this Agreement or an Order for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned hardware, equipment or software is located) to enable Company to remove all Company-owned hardware (including HaaS Hardware), equipment and software from the premises (if any). If Client fails to grant Company access as described herein within fourteen (14) calendar days of Company's request, or if any of the Company-owned hardware or equipment is broken or damaged (normal wear and tear excepted) or any of the software is missing, Company shall have the right to invoice Client for, and Client hereby agrees to pay immediately, the full replacement value of any and all Company-owned hardware, equipment and software (as applicable) located at Client's premises.

3.5 Transition Services and Fees. Unless specifically set forth in an Order, the Services do not include any decommission or transition services upon expiration or termination of any Order or this Agreement. If, upon expiration or termination of any Order or this Agreement, decommission or transition services are desired by Client, Client shall work with Company to determine what services are needed, if any, and Company shall propose such services as part of a new Order, which shall include the additional Fees Company requires Client to pay. Company may require Client to pre-pay for any such services. Client must be current with all payment obligations to receive any decommission or transition services from Company.

3.6 Survival. Expiration or termination of any Order or this Agreement for any reason will not release either Party from any liabilities or obligations set forth in any Order or this Agreement which(a) the Parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) General. Each Party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other Party. All software that is licensed by a Party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either Party to any of its patents, trade secrets, trademarks, or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) Materials Developed for or Delivered to Client. Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Order, including without limitation all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including without limitation all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in an Order to use the Materials solely for the purposes contemplated by such Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) Specific Deliverables Owned by Client. Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in an Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, non-transferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) Confidential Information. This Section 4.3 shall apply to all confidential and proprietary information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement, including without limitation, all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) Scope of Obligation. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each Party agrees to hold the other Party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each Party may disclose the other Party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each Party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each Party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other Party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) Limited Disclosure Right. Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of any such requirement and, to the extent legally permissible, provides the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. Promptly upon termination of this Agreement, or at any other time upon the request by a Party, the other Party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Services Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.5 hereof.

5.2 No Third Party Products Warranty. UNLESS OTHERWISE EXPRESSLY STATED IN AN ORDER, ANY THIRD PARTY PRODUCTS OR SERVICES SOLD TO, PROVIDED TO OR PROCURED FOR CLIENT, INCLUDING BUT NOT LIMITED TO THIRD PARTY HARDWARE, SOFTWARE, PERIPHERALS AND ACCESSORIES (COLLECTIVELY, "THIRD PARTY PRODUCTS") ARE PROVIDED TO CLIENT "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL USE REASONABLE EFFORTS TO ASSIGN, TRANSFER AND FACILITATE ALL WARRANTIES (IF ANY) AND SERVICE LEVEL COMMITMENTS (IF ANY) FROM THE APPLICABLE THIRD PARTY MANUFACTURER OR VENDOR FOR THE THIRD PARTY PRODUCTS TO CLIENT, BUT WILL HAVE NO LIABILITY WHATSOEVER FOR SUCH THIRD PARTY PRODUCTS. COMPANY SHALL NOT BE HELD LIABLE AS AN INSURER OR GUARANTOR OF THE PERFORMANCE, UPTIME, USEFULNESS, OR QUALITY OF ANY THIRD PARTY PRODUCTS.

5.3 No Compliance Warranty. COMPANY DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES, OR CLIENT'S USE OF THE SERVICES, WILL SATISFY ANY PARTICULAR INDUSTRY-SPECIFIC OR REGULATORY REQUIREMENTS, OR BRING CLIENT INTO COMPLIANCE WITH ANY SUCH REQUIREMENTS.

5.4 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTIBILITY, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.5 Notice Obligation; Remedy Regarding Services. Client shall notify Company in writing within thirty (30) calendar days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES, OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN AN ORDER, OR SPECIFICATIONS IDENTIFIED IN AN ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FOR ANY CLAIM AND/OR SERIES OF CLAIMS WHETHER RELATED OR UNRELATED), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). IT IS UNDERSTOOD AND AGREED THAT THE FEES FOR THIRD PARTY PRODUCTS (IF ANY) THIRD PARTY SERVICES (IF ANY) PROVIDED TO CLIENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THIS PARAGRAPH AND AMOUNTS PAID BY CLIENT TO COMPANY.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, LOST PROFITS, LOST REVENUE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES HEREUNDER.

6.4 THE PROVISIONS OF SECTIONS 5 AND 6 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO COMPANY'S WARRANTY UNDER SECTION 5.1 AND ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES. CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND

THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 Unless otherwise expressly stated in an Order, Company assumes no liability for failure of hardware or equipment or software or any losses resulting from such failure.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including without limitation examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with, and shall comply with, all local, state, provincial, federal, national and international laws, rules and regulations ("Laws") pertaining to the use of the Services and use and disclosure of any Client Information.

7. Indemnity

7.1 Infringement Claims.

(a) General. Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, Company and Client (each an "indemnitor") each agrees to the maximum extent permitted by applicable law to defend the other Party (each an "indemnitee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of a third party's trade secret, and the indemnitor will bear the expense of such defense and pay any damages, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Damages") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) Exclusions. Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) Additional Remedy. If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the Parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, the Parties acknowledge and agree that Company does not control, evaluate or assume responsibility for Client's business or it associated business or operational risks, and would not have entered into this Agreement absent this allocation of risk. Accordingly, Company's performance under this Agreement shall not be deemed an assumption of any such risks. Client therefore agrees, subject to Section 7.3 below, to the maximum extent permitted by applicable law to indemnify and defend Company and hold Company harmless from any and all third party claims and Damages arising out of or relating to the conduct of Client's business, including without limitation the use by Client of the Services or any Third Party Products.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the Party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying Party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other Party full opportunity to control the response thereto and the defense thereof, including without limitation any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the Party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. Additional Terms.

8.1 Hardware as a Service (HaaS) (if provided under an Order).

(a) All hardware provided by Company as a part of Company providing HaaS under an Order ("HaaS Hardware") shall at all times remain the property of Company and Client shall not have any right, title or interest in or to the HaaS Hardware other than the right to possession and use of the HaaS Hardware in accordance with this Agreement and the applicable Order.
(b) Client shall, during the term of the applicable Order and until redelivered to Company:

- ensure that the HaaS Hardware is kept and operated in a suitable environment, which shall as a minimum meet any requirements set out in the Order, use only for the purposes for which it is designed, and operate it in a proper manner by trained competent staff in accordance with any operating instructions;
- keep the HaaS Hardware in as good and operating condition as it was on the date of its delivery (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the HaaS Hardware;
- make no alteration to the HaaS Hardware and not remove any existing component(s) from the HaaS Hardware without the prior written consent of Company;
- at all times keep the HaaS Hardware in its possession or control at the location(s) specified in the Order or such other locations as may be agreed with the Company in writing;
- permit Company or its duly authorized representative to inspect the HaaS Hardware at all reasonable times and for such purpose to enter upon the premises at which the HaaS Hardware is located, and shall grant reasonable access and facilities for such inspection;
- not, without the prior written consent of Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the HaaS Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- give immediate written notice to Company in the event of any loss, accident or damage to the HaaS Hardware arising out of or in connection with the Client's possession or use of the HaaS Hardware; and
- deliver up the HaaS Hardware at the end of the term of the Order at such address as Company requires, or if necessary allow Company or its representatives access to the premises where the HaaS Hardware is located for the purpose of removing the HaaS Hardware.
- insurance of the HaaS Hardware to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Company may from time to time nominate in writing;
- insurance for such amounts as a prudent owner or operator of the HaaS Hardware would insure for, or such amount as Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the HaaS Hardware; and
- insurance against such other or further risks relating to the HaaS Hardware as may be required by law, together with such other insurance as Company may from time to time consider reasonably necessary and advice to the Client.
- charge Client for repairs to, or replacement of, any HaaS Hardware that is lost, damaged or destroyed until it has been returned to Company; and
- at any time swap the HaaS Hardware for alternative equipment offering in Company's reasonable judgment the same functionality.

(c) Client acknowledges that Company shall not be responsible for any loss of or damage to the HaaS Hardware arising out of or in connection with any negligence, misuse, mishandling of the HaaS Hardware or otherwise caused by Client or any of its officers, employees, agents or contractors;
(d) The risk of loss, theft, damage or destruction of the HaaS Hardware shall pass to the Client on delivery by Company to Client. The HaaS Hardware shall remain at the sole risk of the Client during the term of the Order and until such time as the HaaS Hardware is redelivered to Company.
(e) During the term of the Order and until redelivered to Company, the Client shall, at its own expense, obtain and maintain the following insurances:
The Client shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Company and proof of premium payment to Company to confirm the insurance arrangements. If the Client fails to effect or maintain any of the insurances required under these conditions, Company shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Client.
(f) Client permits Company to:
8.2 EULAs. Portions of the Services may require Client to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement or an applicable Order. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. Client shall reimburse Company for, and will, to the maximum extent permitted by applicable law, defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of a EULA by Client or any of its directors, officers, employees, or agents.
8.3 Data Backup. Unless otherwise stated in an Order, Client understands and agrees that Company shall not be responsible for data backup or any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent corruption-related issues). Client is strongly advised to maintain a local and offsite backup of all mission-critical or customer-critical data to the extent Client is not purchasing data backup services from Company under an Order, and to periodically verify the integrity and availability of all backed up data.

8.4 Bring Your Own Device (BYOD). Client hereby represents and warrants that Company is authorized to provide the Services to all devices, peripherals and/or computer processing units, including without limitation mobile devices (such as personal digital assistants, notebook computers, and tablet computers) that (i) are connected to Client's systems related to the Services, and (ii) have been designated by Client to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by Client. Unless otherwise stated in an Order, devices will not receive or benefit from the Services while the devices are detached from or unconnected to such systems.

8.5 Hosted Solutions. Hosted solutions, including but not limited to hosted email and document-related applications, may require Client to accept the terms of a third party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. Client shall reimburse Company for, and will, to the maximum extent permitted by applicable law, defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of such a EULA by Client or any of its directors, officers, employees, or agents. Company reserves the right to suspend or terminate Client's access to hosted solutions in the event that Company has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates any Law, or poses a threat to the integrity or security of Company's computer servers or any third party server.

8.6 Disposal of Equipment. Client agrees that any Client assets, equipment, hardware, or software deemed to be replaced, retired, faulty, non-functional, dead-on arrival, returned, unrecoverable, or otherwise unusable may be disposed of by Company unless Client provides a written request to keep the asset at the time of removal.

8.7 Recording.

(a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable Laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all applicable Laws and third party rights when using recording features (which includes Client's obligation to obtain the consent, if required by applicable Laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.7.

9. General Provisions.

9.1 Non-Hire Provision. Each Party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other Party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

9.2 Conflict. Any purchase order or other document issued by Client is for administrative convenience only and does not govern, control or amend the terms of this Agreement or any Order. In the event of any conflict between this Agreement and any Order, this Agreement shall prevail unless the Order expressly references amending and superseding a specific provision of this Agreement.

9.3 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 9 of this Agreement shall survive and shall continue to bind the Parties.

9.4 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California without regard to conflicts of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

9.5 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County, California, as permitted by law. The state and federal courts located in San Bernardino County, California shall each have nonexclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

9.6 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

9.7 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) calendar days after deposit in the mail. Notices shall be sent to the Parties at the addresses described on the first page of this Agreement or such other address as either Party may designate for itself in writing. All notices to Company must be to its President to be effective.

9.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

9.9 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, pandemics, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, power failure, communications delays/outages, material shortages or any other cause which is beyond the reasonable control of such Party.

9.10 Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

9.11 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

9.12 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

9.13 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

9.14 Entire Agreement. This Agreement together with any Orders attached hereto completely and exclusively states the agreement of the Parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

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

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Ryan Goss
rgoss@flybigbear.com

[sig|req|signer1]

Ryan Ashburn
ryan.ashburn@vc3.com

[sig|req|signer2]

VC3 Manage Order

Big Bear Airport District
501 Valley Blvd.
Big Bear , California 92314
United States

VC3
1301 Gervais St.
Suite 1800
Columbia, SC 29201
United States

Ryan Goss
rgoss@flybigbear.com
9092395273

Prepared by: Jack Earthman
Strategic Advisor
jack.earthman@vc3.com

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, Cloud Protect, Cloud Data Recovery, Cyber Aware Complete, Dark Web Credential Monitoring, Web Protection & Content Filtering, Email Protection & Spam Filtering, Identity Management & Threat Detection, Server Direct To Cloud Backups VC3 Security Team Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	9	$180.00 / month	$1,620.00 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Email Only User Support for email only users includes trou-bleshooting send/ receive issues and access issue to email platform. Foundational Protection Components: Cloud Protect, Cloud Data Recovery, Cyber Aware Complete, Dark Web Credential Monitoring, Email Protection & Spam Filtering, Identity Management & Threat Detection, VC3 Security Team	5	$40.00 / month	$200.00 / month for 3 years
VC3 Managed Services Onboarding	1	$900.00	$900.00

SUMMARY	
Monthly subtotal	$1,820.00
One-time subtotal	$900.00

Comments

Prices shown above are valid for 30 days from date of Order.

This Order is entered into as of August 5, 2026 between VC3 Inc., a Delaware corporation ("Company") and Big Bear Airport District ("Client")

Order Governed by the Master Agreement

This Order is part of, and incorporated into, the Master Agreement between Big Bear Airport District and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Deliverables & Services

Discovery & Deployment

Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:

1. Deployment of all services listed above.
2. Full documentation and inventory of your network
3. Best-practice configuration of the network for monitoring and management
4. Orientation and training for your staff
5. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
6. Implement performance monitoring of client's network prior to and during implementation.
7. Deployment of Self-Service Password Reset service.
8. Provision Client Portal.

24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

Foundational Protection

1. **Deployment & Implementation Services:**
    1. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting:
        1. Configure monitoring service to monitor corporate domains in scope.
    2. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform. Company will configure initial and ongoing testing and training at a frequency determined by Client.
        1. Whitelisting emails from the Cyber Aware server to maximize delivery rates.
        2. Maintaining active user list within the platform.
        3. Creating phishing campaigns targeting users on Client domain.
        4. Management of phishing campaigns monthly.
        5. Creating training campaigns, educating users on Client domain.
        6. Management of training campaigns monthly.
        7. Providing phishing / training reports to Client.
    3. Configure **Endpoint Protect** – Endpoint Detection & Response (EDR).
        1. Deploy Endpoint Protect agent to all devices with Company RMM deployed.
        2. Configure initial policy settings for application whitelisting.
    4. Provision **Email Protect** – Advanced Email Threat Protection platform.
        1. Deploy Email protect to Client Microsoft 365 environment.

    2. Updating MX Records.
    3. Customizing Spam settings.
    4. Creating filter policies and approve/block sensor list items.
5. Provision **Web Protect -** Advanced DNS/Web protection platform. Filters content accessible by employees when connected to the corporate network or using corporate devices:
    1. Deployment of agent to all devices with Company RMM deployed.
    2. Initial configuration of web and content filtering policy within the solution.
6. Provision **Cloud Protect** – Cloud Platform Security Event and Incident Reporting platform.
    1. Authentication with Client Microsoft 365 and/or G Suite tenant.
    2. Alerting threshold tuned to meet industry best practices.
7. Provision **Cloud Data Recovery –** Microsoft 365 and/or G Suite Backup Service:
    1. Configure backups for all accounts licensed with appropriate Microsoft 365 and/or G Suite license.
    2. Backup the following items within Clients Microsoft 365 environment:
        1. SharePoint
        2. Teams
        3. OneDrive
        4. Exchange Online
    3. Backup the following items within Clients G Suite environment:
        1. Google Drive
        2. Google Calendar
        3. Gmail
        4. Google Shared Drives
    4. Configure infinite backup data retention.
    5. Configure backups to occur 3 times a day.
8. Provision **Identity Management & Threat Detection** services:
    1. Identity platform deployment and enablement.
    2. Identity threat detection tuning.
    3. Monitoring and analysis of identity-based alerts.
    4. Identity threat remediation.
    5. Risk posture reporting and advisement on additional measures required to secure identity fully.
    6. Identity Management & Threat Detection services require appropriate Endpoint Detection & Response agent deployed within Client environment.

2. **General Managed Security Services**
    1. ***24x7 Monitoring and Incident Response Services***:
    2. Provide 24X7 Incident response services for all included deployed services.
    3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
    4. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
    5. 24X7 response to critical event driven Incidents.
    6. Utilize industry best practices for remote access, control and management of all devices.
    7. Monitor and maintain backups for the applicable M365 and/or G Suite tenant and accounts protected.
    8. Perform periodic updates to the backup software such as patches, and updates.
    9. Perform data recovery actions at the request of Client in line with priorities outlined in Addendum A.
3. **Managed Backups**
    1. **Installation and Configuration:**
        a. Install backup agents and initialize backups on all protected servers within the Client's environment.
        b. Perform an initial seed of the Client's backup data and will load that data into the cloud.
        c. Configure the cloud backups such that backups are performed per the backup retention schedule determined during implementation.
        d. Configure the backup monitoring to alert VC3 of backup failures.
        e. Perform an initial backup of all systems and will confirm that backups are performing as expected.
    2. **Backup Management:**
        a. Monitor and maintain backups for the servers protected.
        b. Perform periodic updates to the backup software such as patches, and updates.
        c. Provide replacement components for failures that occur as a result of internal equipment defects or end of life for Company provided hardware as applicable. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire, hurricane or flood damage).
    3. **Disaster Recovery Plan:**
        a. Work with Client to identify and document backup requirements to form a Disaster Recovery Plan. This includes:
            i. Servers to be backed up.
            ii. Recovery Point Objective (RPO)
            iii. Recovery Time Objective (RTO)

4. **Server Direct To Cloud Included Storage and Overages**
    1. Server direct to cloud backups provided by Company as part of this order contain 2TB cloud storage per server being backed up.
    2. TB storage pools across all servers being backed up.
    3. Should total TB exceed max pooled storage available, Company will invoice overages to Client at a price of $0.05/GB for every GB over the pooled storage.

Application Support

1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications:
    1. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
    2. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

Strategic IT Planning
Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting**: Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning**: Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data**: Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Exclusions
Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Net new workstation deployments are excluded from this Order. Workstation deployments will be scoped and priced on a separate Order as and when the Client requests for a new workstation to be deployed.
2. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Addendum C. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
3. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
4. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement and rates displayed within Addendum C. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.

5. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
6. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
7. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
8. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: https://www.microsoft.com/licensing/docs/customeragreement
3. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
4. Company will audit client Microsoft License usage during onboarding. Any licenses in use by Client but not shown in the products and services section above will be added to Client invoice at the MSRP set by Microsoft.
5. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
6. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
8. Company is authorized to obtain any documentation or information regarding any and all accounts at all locations the Client may have with any telecommunications vendor. Company also has the authority to be added as an account contact and speak on behalf of the Client in negotiating services, billing, credits and/or connectivity of this Client's services with the Telecommunications company and/or vendor with the proviso that only the Client has authority to enter into contracts with any vendor or supplier.
9. Throughout the relationship between Company and Client, the Company will also make extensive use of Remote Management software. This software is used across all clients to monitor workstations and servers in real time. Company will also use this software to remotely connect and assist the Client's users when they have a technological problem if the user has an internet connection. In addition, endpoint protection software, ticketing, and asset management are managed through this software.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.
7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.

3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
  - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
  - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**
  - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
  - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
  - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
  - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
  - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
  - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
  - Maintenance tasks, audits, or alignment work that is not requested by the client.
  - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance**: All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being

maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.

    1. **Notification**: Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.

2. **Emergency Maintenance**: All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
    1. **Notification**: Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Addendum C - Hourly Rates

Service Area	2026 Rate	Description of Service Area
Consulting & Project Management	$ 245.00	Consulting (Design, Architecture, Planning); Technology Assessments; Project Management. CIO Consulting Services including without limitation product evaluations and application/infrastructure planning services.
Security Consulting & Management	$ 359.00	vCISO Services, Security Assessments and Audits. Security team response to incidents outside of terms within applicable Orders.
Application Development	$ 245.00	Application Software development, design, testing, and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	$ 213.00	Web site design and implementation services which are NOT built on a Microsoft SharePoint platform.
Infrastructure Deployment Services	$ 218.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains, and Desktop Deployments.
Infrastructure Maintenance Services	$ 207.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server, and Desktop support.
Travel Time	$ 131.00	Travel time to and from the Client. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	$ 271.00	All reactive support services provided to Client outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of , whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

Service Area	Standard Retail Hourly Bill Rate	Canada	Description of Service Area
Consulting & Project Management	null	null	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Security Consulting & Management	null	null	vCISO Secervices, Security Assessments and Audits. Security team response to incidents outside of terms within applicable Orders.
Application Development	null	null	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	null	null	Web site design and implementation services which are NOT built on a Microsoft Sharepoint platform.
Infrastructure Deployment Services	null	null	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	null	null	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	null	null	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services			All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Ryan Goss
rgoss@flybigbear.com [sig|req|signer1]

Ryan Ashburn
ryan.ashburn@vc3.com [sig|req|signer2]

Date: August 12, 2026

To: Board of Directors

From: Ryan Goss, General Manager

Subject: Review and Possible Approval of Comlock Security Equipment Installation and Setup Proposal

Background/Discussion:

As construction of the new terminal building nears completion, the District must complete the installation and integration of the facility's security, access control, and video surveillance systems. The proposed scope of work includes the installation of six (6) new Illustra 20MP multi-sensor security cameras around the perimeter of the building, relocation of the existing wireless antenna system, reinstallation of the Brivo access control system for the pedestrian access gate, relocation and installation of the ExacqVision Network Video Recorder (NVR) and associated head-end equipment into the new IT/Server Room, and configuration and commissioning of the complete security system.

The new cameras will provide comprehensive coverage of the terminal building and surrounding areas while utilizing motorized PTRZ (Pan, Tilt, Rotate, Zoom) technology that allows remote adjustment of each individual camera sensor. The project also includes reconnecting the existing security infrastructure and configuring the system to maintain the same level of monitoring and operational capability currently utilized by the Airport.

The total cost of the project is $33,742.27, which reflects a 10% discount offered by the vendor if the proposal is accepted within the required timeframe.

Financial Impact:

The total project cost is $33,742.27, including all labor, materials, and applicable taxes. Funding for this project was included in the Fiscal Year 2026-2027 adopted budget as part of the new terminal building project. The expenditure was reviewed and approved by the Board of Directors during the FY 2026-2027 budget adoption process. As a result, no additional budget appropriation is required.

Recommendation:

- Authorize the General Manager to execute the agreement for the installation and integration of the new terminal building security system in the amount of $33,742.27; and
- Authorize the General Manager to execute all documents necessary to complete the work.

Attachment:

1. Comlock Security Group Proposal

License #478006 • ACO 4166

Proposal: T031126M1
Sheet No: 1 of 1
Date: 7/29/2026

COMLOCK SECURITY • GROUP

Since 1961
- Commercial Lock & Security
- Spectrum Security
- Bill's Lock and Safe

302 W. Katella Avenue
Orange, CA 92867
TEL (714) 633-1499
FAX (714) 633-0199
www.comlock.com

BILLING ADDRESS		JOB SITE ADDRESS	
Name:	Big Bear Airport	Name:	Big Bear Airport
Street:	501 Valley Blvd.	Street:	501 Valley Blvd.
City:	Big Bear City State: CA Zip: 92314	City:	Big Bear City State: CA Zip: 92314
Phone:	(909) 239-5273	Phone::	(909) 239-5273

New Building Equipment Installation and Set Up Proposal

Comlock Security Group proposes to provide the materials and labor to install a total of 6 new Illustra Multisensor PTRZ cameras, reinstall the wireless antenna dishes, re-install the Brivo system, and all other head end equipment terminations in the new building. We will perform the work as described in this proposal.

1) Provide and install a total of (6) six new Illustra IPR20-M12-OIA4 20MP multi-sensor PTRZ motorized varifocal lens cameras throughout the perimeter of the new building. We will install one on the sides of the building, and two along the longer faces of the building (parking lot, and airport side). These cameras have the ability to adjust each individual lens through the software to utilize the PTRZ functions for zooming, adjusting the angles of the shots. The wires for these cameras are to have already been ran during the pre-wire phase of the project.
2) We will remove the wireless antennas from the temporary building and re-install the antennas on the new building on the roof. We will install the antennas on the roof using Big Bear airports pole where their own antennas will be mounted.
3) We will remove the Brivo system from the temporary building, and reinstall it on the new building to secure the one man gate. We will reutilize the reader and strike from the temporary building man gate on the new gate.
4) We will re-install the ExacqVision NVR and all of the head end security equipment and make all of the necessary terminations at the head end equipment in the new IT/Server room for all security devices.
5) We will configure the new cameras to the NVR and set up the new building with the same set up they have had for monitoring the cameras.

Total Investment = $37,491.41 materials, tax and labor.

If proposal is signed within the next 30 days, we will honor a 10% discount of the above total investment.
Total Investment would then be $33,742.27 materials, tax and labor.

TERMS: **Please review payment terms for acceptance**

This Proposal is valid for 90 days from Proposal date

☐ **50** % upon acceptance ____ % upon completion **50** % N30 OAC

EXCLUSIONS: **j hooks that are to be ran by others will be utilized by Comlock Security for**

WARRANTY:

I hereby accept this proposal and authorize Comlock Security Group to perform the above work. I further find satisfactory and accept designated terms, conditions and exclusions as per above checked boxes and signature below.

Per Ryan Goss Respectfully submitted Tyler Maris

Accepted by ____________________ Date ____________

Date: August 12, 2026

To: Board of Directors

From: Ryan Goss, General Manager

Subject: Review and Possible Approval of RealFood- Hospitality, Strategy and Design proposal: Management Advisory Services Agreement

Background:

The new terminal restaurant represents an important long-term revenue-generating opportunity for the Big Bear Airport District. Selecting a qualified restaurant operator through a fair, competitive, and transparent process is critical to the success of the facility and to providing a quality experience for airport users and the community.

RealFood Hospitality specializes in airport and hospitality consulting and would provide strategic advisory services to assist the district with the development of the Request for Proposals (RFP), evaluation of proposals, candidate interviews, reference checks, and recommendations regarding restaurant operations and business terms. RealFood's role would be advisory only; the district would remain responsible for issuing the RFP, managing the procurement process, and making the final operator selection.

Financial Impact:

The proposed agreement includes a three-month minimum term at a cost of $3,500 per month, with travel and authorized reimbursable expenses billed separately, if required.

Team Member	2026 Hourly Project Fee
RFHSD Executive	$250-350
Project Manager	$150-175
Designer	$125
Admin	$75

Recommendation:

Staff recommends that the Board approve moving forward with a Professional Services Agreement with RealFood Hospitality and authorize the General Manager to negotiate final contract terms that protect the interests of the District, including clearly defined deliverables, compliance with applicable procurement requirements and FAA obligations, conflict-of-interest provisions, ownership of work products, and reasonable limits on reimbursable travel and additional services.

Staff believe engaging an experienced hospitality consultant will strengthen the restaurant operator selection process and help position the new terminal restaurant for long-term operational and financial success.

Attachment:

1. RealFood Hospitality Management Advisory Services Proposal

YOUR VISION. OUR EXPERTISE.

PREPARED FOR:

Ryan Goss, C.M.

Big Bear Airport District
501 Valley Blvd
Big Bear, CA 92314

DATE OF ISSUE:

July 8, 2026

PROJECT NAME:

Big Bear Airport District Management Advisory Services (MAS)

Dear Ryan,

The following proposal is a detailed scope for Management Advisory Services (MAS) in support of Big Bear Airport District, as discussed in our various conversations. We have worked extensively with a broad range of clients in every aspect of the work proposed here, and our diverse team represents a range of experience and specialties to deliver stellar results on your behalf. Thank you for the opportunity to submit this proposal and to work with you on this very exciting project. We very much look forward to helping you achieve the vision.

Sincerely,

Joelle Creamer
Manager, Brand Development

About RealFood

RealFood Hospitality, Strategy & Design is a premier strategy and design firm meeting the foodservice design, interior design, development and strategic advisory objectives of the global hospitality industry.

Leveraging its team's combined 250 years of experience and using proprietary processes to achieve concept and design outcomes that are based in operational and architectural understanding, RealFood supports clients and partners in achieving industry-leading foodservice and hospitality operations.

The RealFood portfolio includes James Beard Award-winning chefs, world-class clubs, renowned theme parks, Fortune 500 companies, K-12 school systems, and leading architects, developers and operators committed to a vision of delivering differentiated food and beverage and overarching hospitality experiences.

Our Philosophy

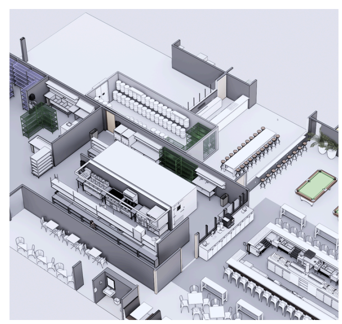
Hospitality

A successful experience is a compilation of many moments between people, delivered consistently and creatively. We believe every operation has an opportunity to deliver a memorable hospitality experience. Everything we do is aligned to this outcome; it's at the heart of all we do.

Strategy

Having worked with hundreds of clients, we not only know how to navigate the landmines of the industry but how to scale success and improve financial performance. We are partners in achieving our clients' visions for their hospitality businesses and foodservice operations.

Design



Experience is at the core of every design. We don't start with design; we customize for the concept, and design for the experience. With our team's extensive hands-on operational expertise and architectural backgrounds, even the smallest details are thoughtfully specified.

Our Approach

Every project provides its own set of challenges and opportunities. To help us achieve the vision of every project, and maintain consistent results, our approach is rooted in the following fundamental principles:

Our Expertise

The combination of our team's hands-on operational backgrounds, creative design acumen, architectural and engineering knowledge, and the work we've done with our hundreds of clients allows us to cross-pollinate best practices and create industry-leading experiences for our clients. We have the tools and resources to work across many disciplines within the various sectors of the hospitality industry and segments of foodservice, including:

- Clubs, Resorts & Hotels
- Restaurants, Bars & Breweries
- Entertainment & Event Venues
- Government & Corporate Facilities
- Healthcare & Lifecare Communities
- Public & Private Education
- Mixed Use & Unique Spaces

Our Clients

> *RealFood's assessment was spot-on and recommendations have already made a difference."*
>
> Jim Kennedy | President
>
> *Longmeadow Country Club*

> *It's clear they have high standards for the work that is done under their watch."*
>
> Rebecca Fitzgerald | COO
>
> *George Howell Coffee Company*

> *It's possible to have [hard] conversations with RealFood; they are there every step."*
>
> Tony Maws | Chef & Owner
>
> *Craigie on Main, James Beard Award Winner*

Our Team

We creatively leverage our breadth of knowledge, expertise and resources to ensure your success. We come from diverse hospitality and design backgrounds.

Based on the project scope and required expertise, your RealFood project team will be carefully selected to match your needs and to deliver optimal results.

Our Leadership Team:

Ed Doyle | *president*

A dynamic leader and original founder of the company, Ed focuses on aligning his team to help achieve clients' objectives. With more than 35 years of hospitality experience, Ed has worked in some of the finest kitchens and foodservice operations across the industry. He brings his extensive operational expertise and culinary skills to the broad portfolio of clients that RealFood serves.

Chris Tocchio | *senior vice president*

As the senior vice president of RealFood Hospitality, Strategy & Design, Chris is highly focused on managing operations for the company's diverse portfolio. A trusted leader with a proven track record of stewarding high-impact projects, Chris oversees a talented team of designers and strategists. A 30-year industry veteran, Chris has been part of the RealFood consultancy since 2017.

CJ Ametrano | *vice president, design development*

CJ leads the cross-functional and specially assembled RF DesignStudio team to shape luxury experiential environments through intentional design, brand integration and strategic planning. Guided by her distinguished career in lifestyle-driven community design, CJ puts a high-value on relationships, collaboratively building the foundation that yields timeless and resonant design solutions.

Our People Are Our Magic

Learn more about the entire RFHSD professional team on our website.

Featured Work 10 World Trade

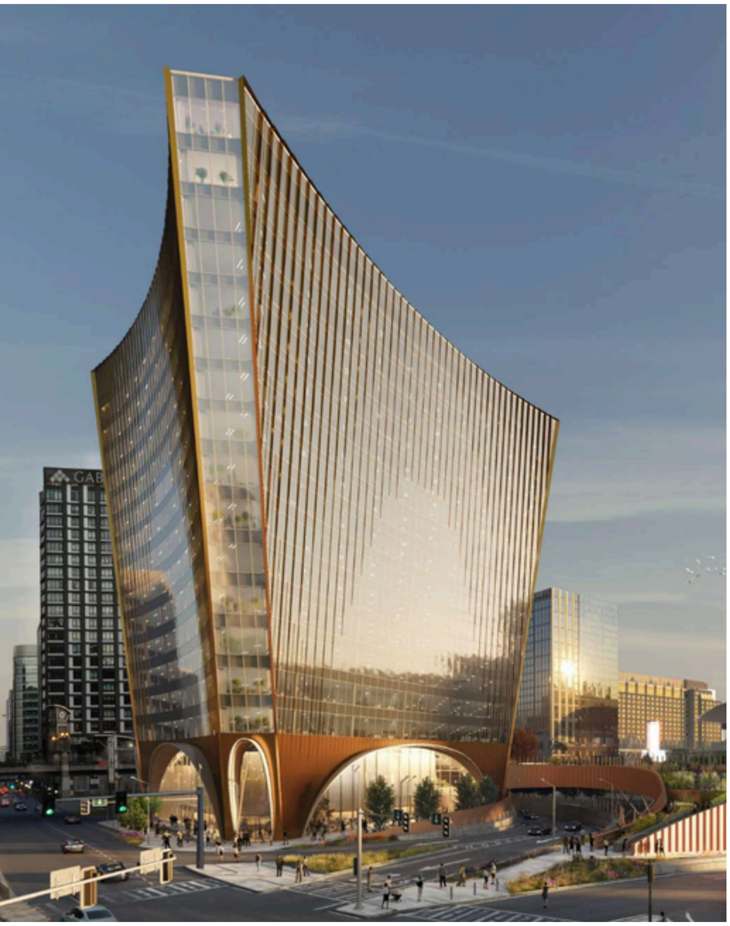


Photo Credit: Sasaki & 10 World Trade

Project Details

Location: Boston, MA
Client: Boston Global Investors
Partners: Sasaki, Suffolk Construction
Type: Mixed-Use Commercial, Multi-Outlet, Food Hall

Opportunity

On behalf of the client, a leading real estate firm headquartered in Boston, MA, RealFood conducted a market study to inform the concept creation of three publicly accessible foodservice outlets in a mixed-use development within a newly revitalized city neighborhood. The conceptual identity development was shaped by the process of journey mapping the guest experience for each outlet. The concepts were created, and the used to inform, design and develop a structure for potential operator tenants.

Engagement

- Market & Financial Assessment
- Concept Development
- Guest Experience Mapping
- Operating Model Development
- Foodservice Facility Design Development
- Foodservice Equipment Procurement & Bid Management
- Tenant Structure Advisement

Featured Work Little Harpeth Brewing

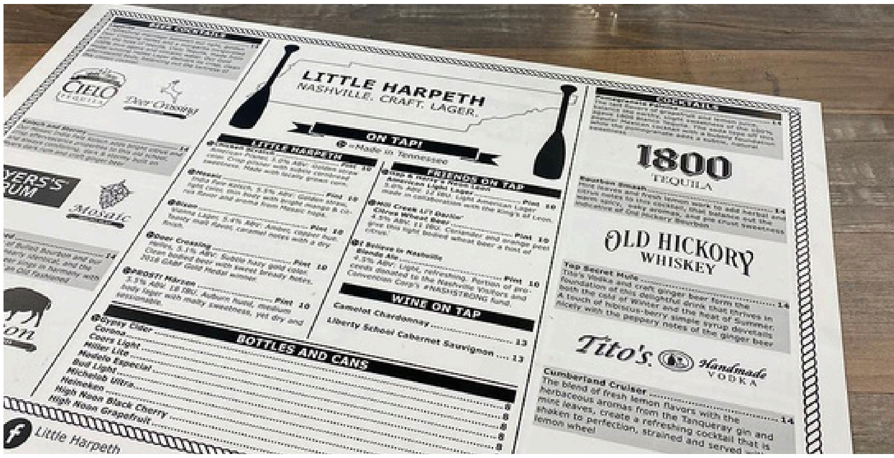


Photo Credit: Little Harpeth Brewing

Project Details

Location: Nashville, TN
Client: NewsLink
Partners: Little Harpeth Brewing
Type: Brewpub, Airport Location

Opportunity

Alongside project stakeholders and the brewery founder, RealFood worked from conceptual visioning to opening for this airport location. Defining the guest experience and engineering the menu informed the kitchen design, while systems for both front of house and back of house created maximum efficiencies for the future operation. Branded details, like menu design and delivery, were key to the airport environment execution.

Engagement

- Concept Development
- Food and Beverage Menu Development
- Financial Modeling
- FOH/BOH Systems Development & Training
- Foodservice Facility Design Development
- Equipment Procurement & Bid Management
- Brand Experience Mapping
- Operational Oversight & Startup

Featured Work Frog Pond at Boston Common

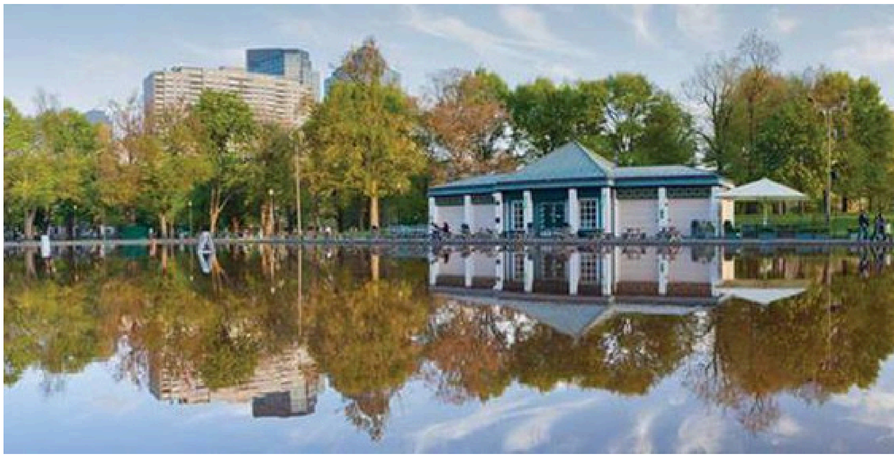


Photo Credit: Frog Pond at Boston Common

Project Details

Location: Boston, MA
Client: City of Boston Parks & Recreation Department
Type: Multi-Use Outdoor F&B Concept

Opportunity

RealFood partnered with the Parks & Recreation Department during their master planning phase for the redevelopment of a park food and beverage venue. The goals were to identify the market opportunity and to develop detailed offerings for concessions, retail, full-service dining and event catering components. The team then collectively developed financial models to validate the viability of the concepts, presenting to the City for approval and action.

Engagement

- Market Study and Assessment
- Financial Model Development
- Concept Development

Featured Work Town of Cary Downtown Park

Photo Credit: Town of Cary Downtown Park

Project Details

Location: Cary, NC
Client: Town of Cary Parks, Recreation & Cultural Resources
Partners: OJB Landscape Architecture
Type: Urban Park Development

Opportunity

RealFood joined this project as a partner to help the Town envision what food and beverage might offer to a natural setting as spectacular as one nearly 20 years in the making. Our work with the larger design team and town officials helped everyone articulate the aspirational vision for multiple F&B outlets, bring them to life conceptually, select operating partners, and keep everyone aligned on the direction of the concepts.

Engagement

- Conceptual Identity Development
- Customer Journey Map Development
- Financial Model Development
- BOH Operating Model Development
- Operating Partner Selection

Scope and Deliverables

// MANAGEMENT ADVISORY SERVICES (MAS)
Over a Management Advisory term, RealFood will provide expert guidance to Big Bear Airport District, acting as trusted adviser and accountability partner to the General Manager and Board of Directors.

Objective:

- To effectively structure and guide the partner selection process, minimizing operational risk and positioning the newly renovated airport restaurant ifor long-term financial and operational success

Core Areas of Focus:
Throughout the duration of this engagement, advisory efforts will be focused on the following key areas:

- Selecting an Operating Partner for the restaurant currently undergoing renovation at Big Bear Airport, to include:
  - Development of the criteria to include in the Request for Proposal (RFP)
  - Support throughout the RFP evaluation process, including assessment of the RFP responses, as well as conducting interviews and reference checks of top candidates
  - *RealFood will not be responsible for the distribution of the RFP or active solicitation of suitable operating partners; the Client is responsible for soliciting RFP responses from potential operating partners.*
- Strategic advisory and recommendations to the extent of the food and beverage operations that any potential operator would be involved in managing, and/or high-level guidance on any potential restaurant design development
- Strategic advisory and recommendations for deal structures that maintain mutual, long-term benefit for both the operator and the Client

MAS Term:

- Minimum term of three (3) months, allocating up to 10 hours per month of remote strategic advisory
- Travel and onsite visit time, as required, will be agreed upon and billed in addition to MAS
- The term and monthly hours allocation may be adjusted, depending on evolving business needs, subject to agreement by both parties

MAS Scope:

- The Management Advisory partnership provides high-level expert guidance from RealFood's team of hospitality and design professionals, focusing on strategic direction, oversight and feedback rather than the generation of specific project deliverables
- To maintain the focus of the allocated hours, tasks falling outside of the core areas outlined above will require a separate or amended agreement.
- If formal project work is required, RealFood will furnish a specific scope of work and commensurate fee and will require a separate or amended agreement; examples of formal project work include, but are not limited to: Financial Model Development, Concept Development, Foodservice Design, Interior Design, Brand & Logo Development

MAS Fee:

- $3500/month, for minimum of 3 months + associated travel and expenses

Contact Joelle Creamer
Manager, Brand Development
joellec@rfhsd.com

a 63 Chapel Street, Newton, MA 02458
o 617.876.2100
e connect@rfhsd.com

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A Troon Company

Date: August 12, 2026

To: Board of Directors

From: Ryan Goss, General Manager

Subject: Review and Possible Approval of Fire Sprinkler Monitoring Service Agreement

Background:

As construction of the new terminal building approaches completion, several building systems must be activated, tested, and placed into service prior to occupancy. Upon relocation of airport staff into the new terminal, continuous monitoring of the fire alarm system will be required to ensure the life safety system is operational and compliant with applicable fire and building code requirements.

To provide these monitoring services, staff obtained proposals from two qualified vendors:

Vendor	Monthly Cost	Annual Cost
All Protection Alarm	$138.00	$1,656.00
Johnson Controls	$80.00	$960.00

Although All Protection Alarm is capable of providing monitoring services, the company is not an authorized Johnson Controls dealer. The fire alarm system installed in the new terminal is manufactured by Johnson Controls; therefore, any warranty work, programming modifications, or technical service requiring factory-authorized support would still need to be performed by Johnson Controls if All Protection Alarm were selected. This could result in additional coordination, increased response times, and potential additional service costs.

Upon expiration of the manufacturer's warranty, staff will evaluate the need for a comprehensive service agreement that includes preventative maintenance, parts, and labor to ensure the continued reliability of the fire alarm system.

Financial Impact:

The annual cost for fire alarm monitoring is:

- **Johnson Controls:** $80.00 per month ($960.00 annually)
- **All Protection Alarm:** $138.00 per month ($1,656.00 annually)

Funding for these services is included in the Fiscal Year 2026–2027 Operating Budget.

Recommendation:

Staff recommends that the Board authorize the General Manager to execute an agreement with Johnson Controls for fire alarm monitoring services for the new terminal building at a cost of $80.00 per month ($960.00 annually). Johnson Controls provides the lowest annual cost while also serving as the authorized manufacturer and service provider for the installed fire alarm system, ensuring continuity of warranty support, technical service, and system reliability.

Attachments:

1. Johnson Controls Proposal
2. All Protection Alarm Proposal

Big Bear Air r FA N - CPQ-1317186

Planned Service Agreemen

ohnson Controls Fire Protection LP
9287 Charles Smith Ave
Rancho Cucamonga CA91730
USA

Proposal Presented On:
07-24-2026

The Power behind your mission

Johnson Controls

Thank you or the   ourtesy and   ooperation   xtended to m   during my recent visit and subsequent discussions regarding your life safety service needs. Enclosed is a proposal for your review that will cov r all your vario s needs including:

Annual re-occurring Fire Alarm Monitoring Subscription (Simplex 4007ES)

I invite you to review the attachments enumerating some of the key benefits. I will be available to answer any of your questions regarding the solutions. I can be reached at 909-552-4288 or via email at: shant.charekian@jci.com. Please contact me we when you are ready to move forward or if you have any questions.

Sincerely,
Shant Charekian
Service Sales Executive

SERVICE SOLUTION

ustomer 4730567
Big Bear Airport L35
Date: 24-Jul-26
Proposal #: CPQ-131 186
Term: 1-Aug-26 to 31-Jul-31

Billing Customer:
Big Bear Airport L35
501 W VALLEY BLVD

BIG BEAR CITY, CA 92314-0000

Service Location:
Big Bear Airport L35
501 W Valley Blvd,
Big Bear City, CA 92314

Johnson Controls Fire Protection LP
Sales Representative:
Shant Charekian
9287 Charles Smith Ave
Rancho Cucamonga CA 91730
shant.charekian@jci.com

INVESTMENT SUMMARY

(*Service Solution Valid for 30 Days*)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT

SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Cellular

Secondary Communication: Cellular

Per Point : No

ALARM & DETECTION- MONITORING Total: $960.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Big Bear Airport L35** and is effective **08-01-2026** (the "Effective Date") to **07-31-2031** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will renew automatically and may be subject to cost increase.

PAYMENT FREQUENCY: Annual In Advance

Signature : ___________________

Date : ___________________

PAYMENT TERMS: *Net 30*

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: $960.00 - Proposal #: CPQ-1317186

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	08/01/2026 - 07/31/2027	$960.00
2	08/01/2027 - 07/31/2028	$960.00
3	08/01/2028 - 07/31/2029	$960.00
4	08/01/2029 - 07/31/2030	$960.00
5	08/01/2030 - 07/31/2031	$960.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

ERV CE OLUT ON

COPE OF SER CE AN BA E TERMS AND CON TIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at https://www.johnsoncontrols.com/legal/fire-service-uscan-terms (the "Service Terms"). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company's standard terms for software found at https://www.johnsoncontrols.com/techterms (the "Software Terms"). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the "Terms and Conditions"). Attention is directed to the Customer's commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company's standard customer terms and conditions found at https://www.johnsoncontrols.com/customerterms, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.

Johnson Controls

SERVICE SOLUTION

ulti Year Co tra t Ride
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

ustomer Initials: ____

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (rgoss@flybigbear.com) , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: ____________________________

Big Bear Airport L35	**Johnson Controls Fire Protection LP**
Signature: ____________________	Authorized Signature: ____________________
Print Name: ____________________	Print Name: ____________________
Title: ____________________	Title: ____________________
Phone #: ____________________	Phone #:
Fax #: ____________________	Fax #: ____________________
Email: ____________________	License #: (if applicable) ____________________
Date: ____________________	Date: ____________________

A VYANET OPERATING GROUP, INC. COMPANY

Aug. 04, 2026

All Protection Alarm Quote Prepared For:
BIG BEAR AIRPORT
Location Contact: RYAN GOSS
501 Valley Blvd
BIG BEAR CITY , CA 92314
Phone: 909-239-5273
RGOSS@FLYBIGBEAR.COM

Message: Thank you for allowing us the opportunity to design and propose a security system to protect your premise. We hope to earn the privilege of your business and having you join our family of satisfied customers.

Brad Reid
Security Consultant
All Protection Alarm
909-261-5715
State Agency: BSIS and CSLB
License: CCB953932, ACO6927
41937 Big Bear Blvd.
Big Bear Lake, CA 92315

BIG BEAR AIRPORT

Recommended Security Proposed:

One Time Installation Investment: $0.00 (plus tax if applicable)
Monthly Services Investment: $138

Includes:
- 24 Hour UL Certified Fire Monitoring
- Fire Inspections
- Wireless Communication

Price quote good for 30 days.

Unless otherwise noted on this quote,
When required by the Authority Having Jurisdiction (AHJ), the Scope of Work may change, and additional equipment and labor charges may apply as a direct result of changes or additions required by the AHJ's review, acceptance and testing procedures.

Permits, Plans and Inspection Fees
All plans, permits, and related inspection fees and labor will be billed to the client outside of this quote.

Existing Wiring
It is under the assumption that all existing wiring is in good working order. Should it be found that the wiring is damaged, Vyanet will advise client and any additional costs for troubleshooting, replacement, and/or repair, will be charged on a time and material basis.

Existing Devices
It is under the assumption that all existing devices that will be incorporated into the system are in good working order and within their recommended expiration date. Should the existing devices be found to be damaged or expired, Vyanet will notify the customer with an alternate solution and any additional costs.

We appreciate the opportunity to serve you. We will order the equipment and set an installation date with a signed client agreement. Final payment, including applicable taxes, is due upon the completion of work outlined in this proposal document.

Date: August 12, 2026

To: Board of Directors

Prepared By: Ryan Goss CM, General Manager

SWAAAE Annual Conference

From **July 19 through July 22**, I attended the **Southwest American Association of Airport Executives (SWAAAE) Annual Conference** in Palm Springs, California. The conference was attended by **438 airport executives** from throughout the Southwest and provided an excellent opportunity for professional development, industry collaboration, and networking with airport executives, aviation professionals, and representatives from the Federal Aviation Administration (FAA).

The conference featured keynote speaker **Michelle "MACE" Curran**, former U.S. Air Force Thunderbird pilot, who presented *"How Vulnerability Fuels Success."* Educational sessions focused on several topics directly applicable to the Airport District's operations and future planning, including:

- Advanced Air Mobility: Airports, Airspace, and Infrastructure
- Moving from Experimentation to Airport Implementation: How Airports Are Beginning to Use Artificial Intelligence
- Airport Construction: Collaboration for Project Success
- Integrated Airport Planning: Aligning Capital Improvement Programs (CIP), Growth, and Sustainability Goals

These sessions provided valuable insight into emerging aviation trends, infrastructure planning, and technologies that will influence airport operations in the coming years.

FAA Snow Removal Equipment Grant

During the conference, I met with **FAA District Manager Cathryn Cason** to discuss funding for the District's Snow Removal Equipment (SRE) project.

The FAA confirmed that Big Bear Airport had been awarded **$1,330,000** in federal funding; however, the awarded amount was **$227,068 short** of the project bid totaling **$1,557,068**.

Following continued discussions with the FAA, the Airport was notified just six days after the conference that the FAA had secured the remaining funding necessary to fully fund the project. The FAA is currently preparing the draft grant agreement, which is anticipated to be presented to the Board of Directors for approval at the **September Board Meeting**.

Upon execution of the FAA grant agreement, staff will submit an application to **Caltrans** for matching grant funds totaling approximately **$77,853.40**, representing the State's five-percent participation. Caltrans has already been notified of the FAA award and is prepared to process the matching grant request.

Spill Prevention, Control, and Countermeasure (SPCC) Plan

The Airport's **Spill Prevention, Control, and Countermeasure (SPCC) Plan** was completed on **August 3, 2026**. This federally required plan is updated every five years and establishes procedures for the prevention and response to fuel spills. Future revisions will only be necessary if significant modifications are made to the Airport's fuel storage or fueling systems.

Information Technology Services

Staff, District Legal Counsel, and **VC3** continue to work collaboratively to finalize the Master Services Agreement for the Airport's Information Technology and cybersecurity services. Staff anticipates presenting the agreement to the Board once legal review has been completed.

Terminal Building Update

Construction of the new Terminal Building continues to progress. A verbal update will be provided during the Board meeting regarding current construction activities, project milestones, scheduling, and other significant developments.

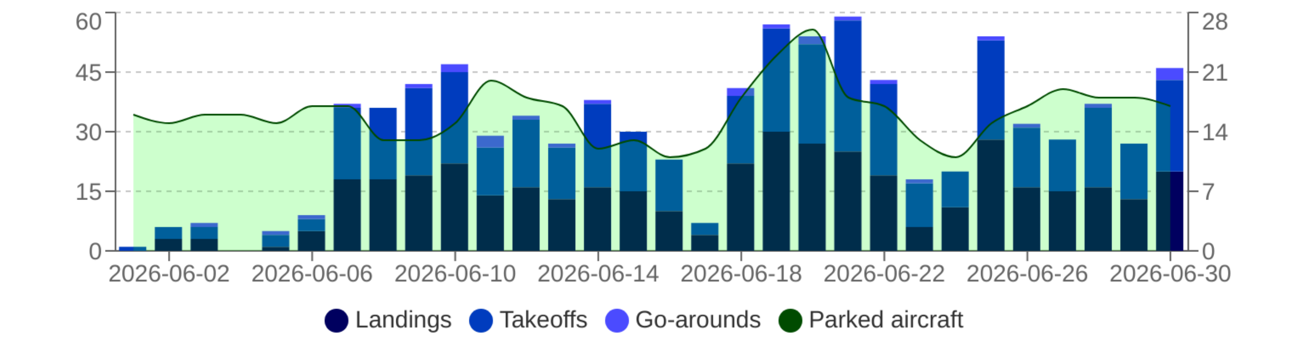
1200.aero, Inc.
1135 Kildaire Farm Road, Suite 200
Cary, NC 27511
(855) 797-1200 | support@1200.aero

Big Bear City | Runway Operations Report

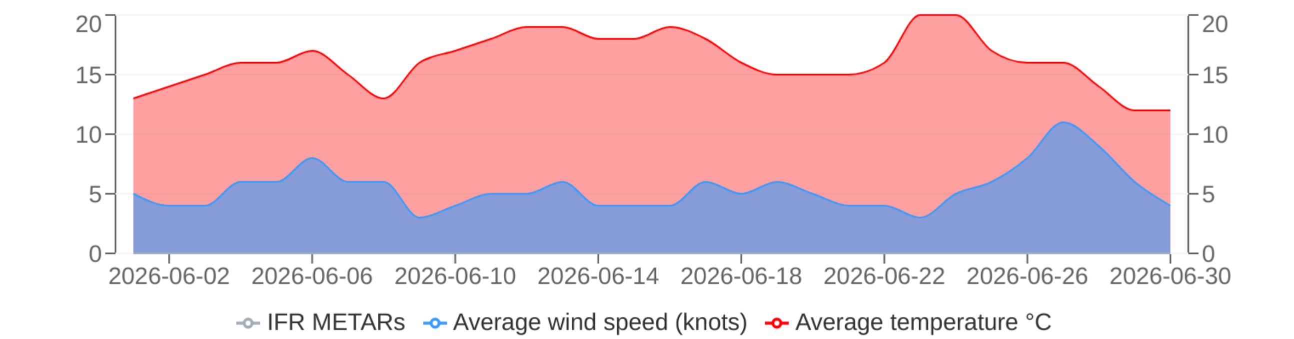
Report Date Range: 06/2026

Total Operations	Landings	Takeoffs	Go-Arounds
894	425	442	27

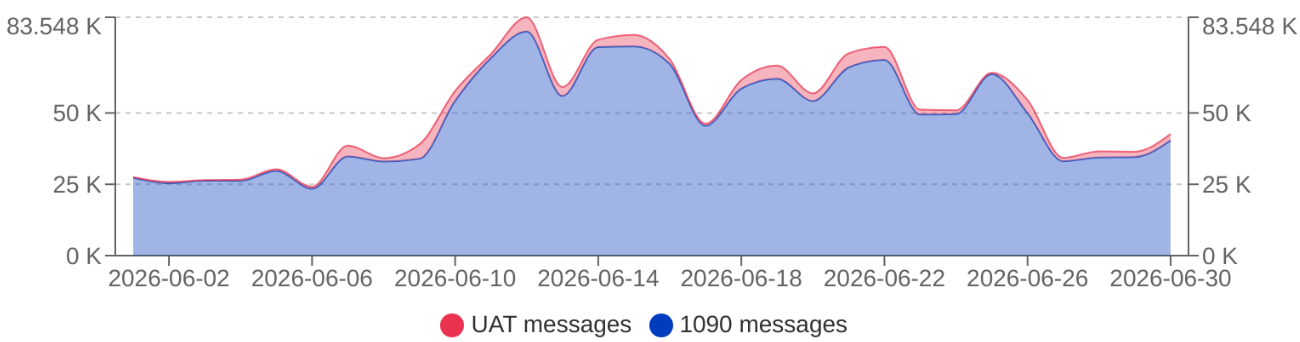
Operations by Day



Weather Conditions



Receiver health



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1135 Kildaire Farm Road, Suite 200
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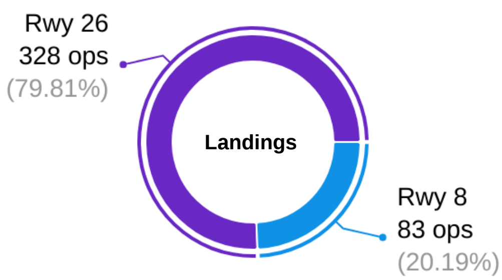
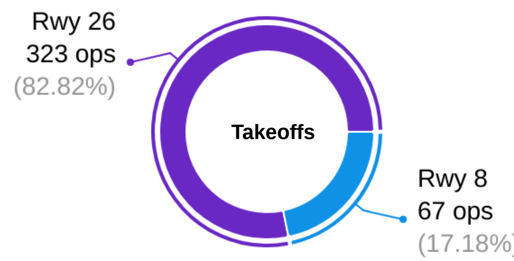
(855) 797-1200 | support@1200.aero

Big Bear City | Runway Operations Report

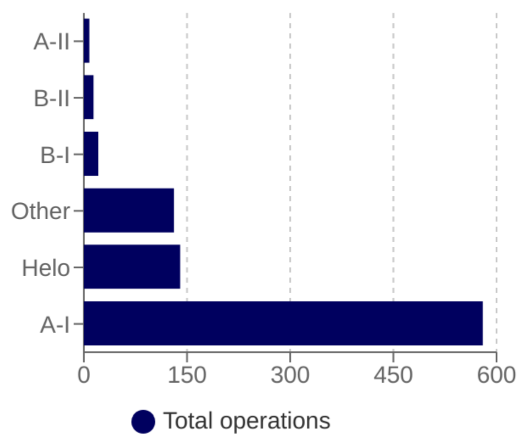
Report Date Range: 06/2026

Operations by Runway

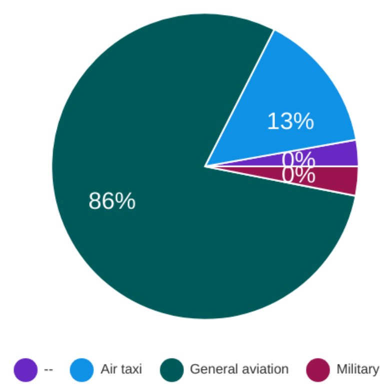




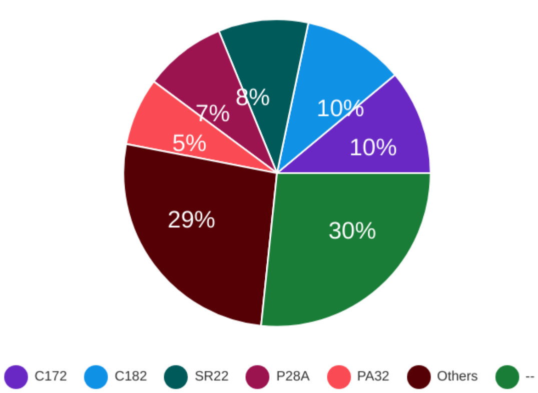
Operations by Category



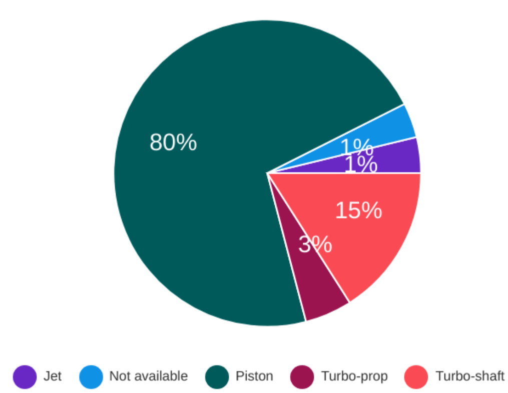
Operations by Type



Top Aircraft Types



Operations by Engine Type



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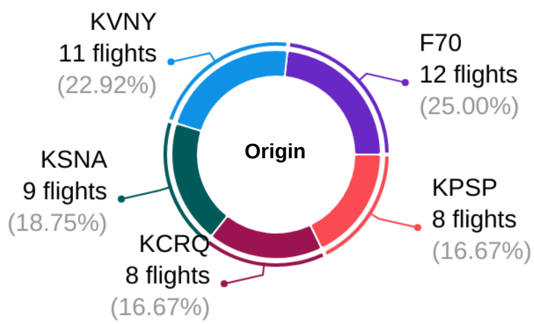
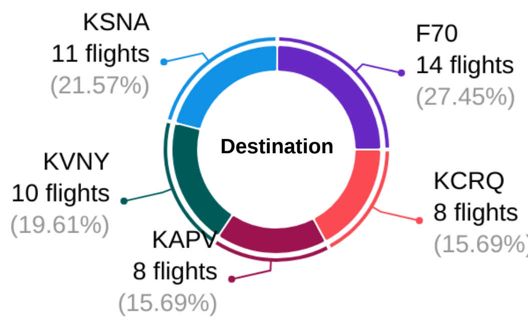
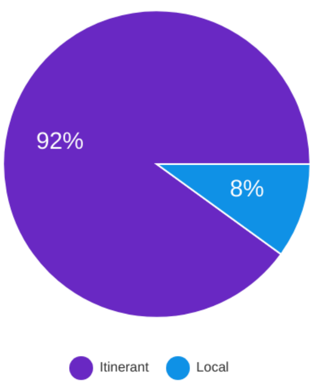
Big Bear City | Runway Operations Report
Report Date Range: 06/2026

Top Airports

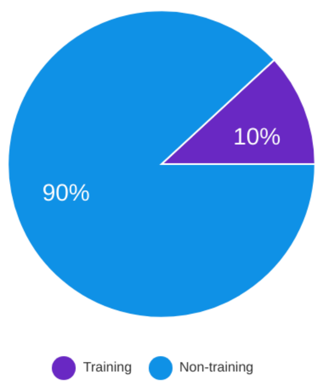




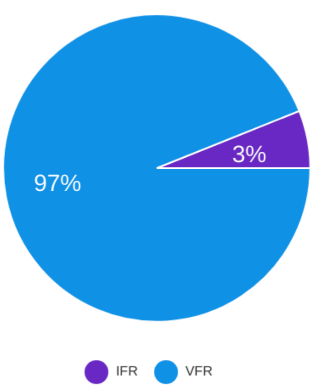
Local vs Itinerant Flights



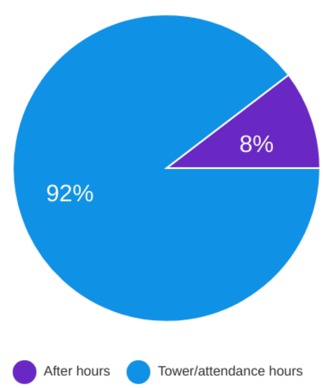
Training Operations



IFR vs VFR Flights



After Hours Operations



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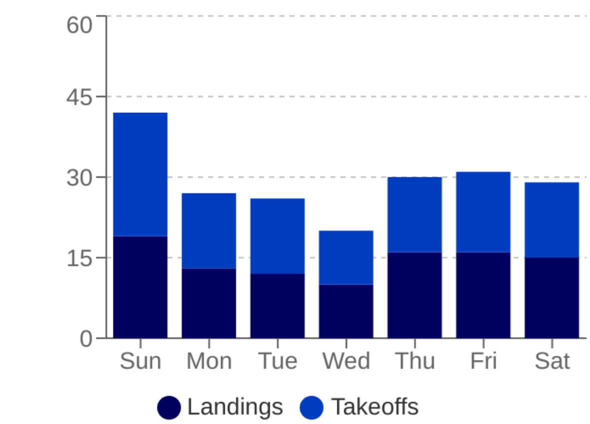
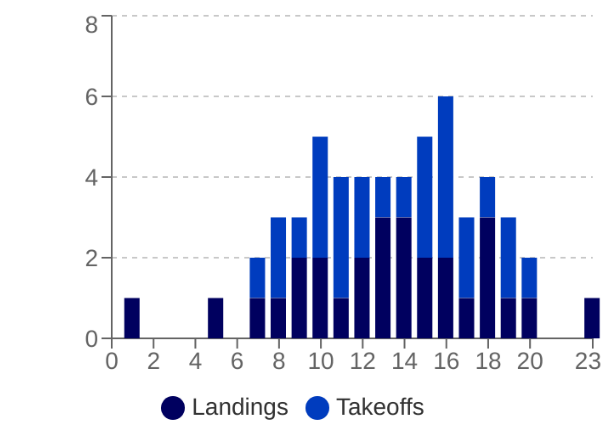
Big Bear City | Runway Operations Report

Report Date Range: 06/2026

Operations by Day of Week

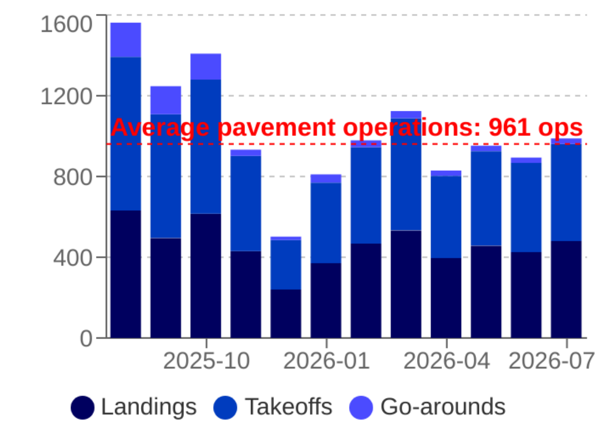


Operations by Hour



Historical Data

Landings and Takeoff By Month



Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2022-09-07 (W	235	9
2	2022-09-06 (Tu	150	15
3	2023-03-03 (Fr	139	64
4	2023-01-28 (S	137	49
5	2023-01-21 (S	130	52
6	2022-12-26 (M	121	52
6	2022-09-05 (M	121	23
7	2024-02-11 (S	115	55
7	2023-04-01 (S	115	53
8	2023-10-21 (S	110	38