



AIRPORT COMMISSION MEETING

Agenda Item Executive Summary

City Hall Large Conference Room, City of Palm Springs
3200 E Tahquitz Canyon Way, Palm Springs, CA 92262
Wednesday, July 16, 2025 – 4:00 P.M.

The following agenda items were distributed on the next regular business day after the Airport Commission agenda packet was distributed to the Airport Commission, and at least 24 hours prior to the Airport Commission meeting.

AMENDED AGENDA

AGENDA ITEM 7.B - Approval of May 21, 2025 Minutes

AGENDA ITEM 9.A - Lobby Space Update

AGENDA ITEM 9.B - Fuse Update

AGENDA ITEM 9.C - Art Curator Update

AGENDA ITEM 9.D - Transitioning to Action Minutes

AGENDA ITEM 9.F - Marketing Update

AGENDA ITEM 10 - Executive Directors Report

AGENDA ITEM 13.G - Committee Description and Responsibilities



AIRPORT COMMISSION MEETING AGENDA

AMENDED AGENDA

Amended Item 4 – information is in red

City Hall Large Conference Room, City of Palm Springs
3200 E Tahquitz Canyon Way, Palm Springs, CA 92262
Wednesday, July 16, 2025 – 4:00 P.M.

To view/listen/participate virtually in the meeting live, please contact Tanya Perez at Tanya.Perez@palmspringsca.gov or the following telephone number (760) 318-3805 to register for the Zoom meeting. There will be an email with Zoom credentials sent after registration is complete, to access the meeting and offer public comment. Registration is not required to attend the meeting in person.

In addition, the meeting will also be teleconferenced pursuant to Government Code Section 54953 from the following location(s):

Commissioner Daniel Caldwell – Palm Springs 700 E. Ocean Blvd Long Beach, CA 90802	Commissioner Kevin Wiseman – Palm Desert 71-703 Highway 111, Suite 2E Rancho Mirage, CA 92270
Commissioner Christian Samlaska – Cathedral City 1925 Fuller Avenue Cumberland, WI 54829	

Each location is accessible to the public, and members of the public may address the Airport Commission at any of the locations listed above. Any person who wishes to provide public testimony in public comments is requested to register for the Public Comments portion of the meeting. You may submit your public comments to the Airport Commission electronically. Material may be emailed to: Tanya.Perez@palmspringsca.gov - Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the Airport Commission and retained for the official record. To view Airport Commission meeting videos, click on [YouTube](#).

City of Palm Springs:		Riverside County: Margaret Park	City of Cathedral City: Christian Samlaska	City of Palm Desert: Kevin Wiseman
Kevin J. Corcoran – Chairman	Todd Burke – Vice Chairman			
Dave Banks	Ken Hedrick	City of Indian Wells: Phil Valdez	City of Coachella: Denise Delgado	City of Rancho Mirage: Keith Young
Daniel Caldwell	Tracy Martin			
Bryan Ebensteiner	Samantha McDermott	City of La Quinta: Geoffrey Kiehl	City of Desert Hot Springs: Dirk Voss	City of Indio: Rick Wise
J Craig Fong	Timothy Schoeffler			
Palm Springs City Staff				
Scott C. Stiles, ICMA-CM	Harry Barrett Jr., A.A.E.	Jeremy Keating, C.M.	Victoria Carpenter, C.M.	
City Manager	Executive Director or Aviation	Assistant Airport Director	Assistant Airport Director	

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. POSTING OF AGENDA

3. ROLL CALL

4. NOMINATION AND ELECTION OF OFFICERS

5. ACCEPTANCE OF AGENDA

6. PUBLIC COMMENTS:

Limited to three minutes on any subject within the purview of the Commission.

7. APPROVAL OF MINUTES:

7.A Minutes of the Airport Commission Regular Meeting of April 23, 2025.

7.B Minutes of the Airport Commission Regular Meeting of May 21, 2025.

8. INTRODUCTIONS AND PRESENTATIONS:

8.A Josue Morejon - Safety Management Systems Manager

8.B Ryan Kaspari - Deputy Director of Capital Development

8.C Victoria Carpenter - Assistant Airport Director - Position Reclassification

8.D Phil Valdez - Appointed to Airport Commission - City of Indian Wells

8.E Timothy Schoeffer - Appointed to Airport Commission - City of Palm
Springs

9. DISCUSSION AND ACTION ITEMS:

9.A Lobby Space Update

9.B Fuse Update

9.C Art Curator Update

9.D Transitioning to Action Minutes

9.E Subcommittee Restructuring and Appointment of Committee Members

9.F Marketing Update

9.G Financial Update

9.H Future City Council Actions Update

9.I Projects and Airport Capital Improvement Program Update

10. EXECUTIVE DIRECTOR REPORT

11. COMMISSIONERS REQUESTS AND REPORTS

12. REPORT OF COUNCIL ACTIONS:

12.A Past City Council Actions

13. RECEIVE AND FILE:

13.A Airline Activity Report June 2025

- 13.B** Airline Activity Report Fiscal Year Comparison
- 13.C** Employment Update
- 13.D** Request For Proposal (RFP) and Invitation For Bid (IFB) Update
- 13.E** Customs Administration Fee Staff Report
- 13.F** Taxicab Fee Presentation Staff Report
- 13.G** Committee Description and Responsibilities

14. COMMITTEES:

- 14.A** Future Committee Meetings
- 14.B** Committees Roster

15. ADJOURNMENT:

The Airport Commission will adjourn to the Regular Meeting on September 17, 2025 at 4:00 P.M.

AFFIDAVIT OF POSTING

I, Harry Barrett, Jr., Executive Director of Aviation, City of Palm Springs, California, hereby certify this agenda was posted on July 14, 2025, in accordance with established policies and procedures.

PUBLIC NOTICES

Pursuant to G.C. Section 54957.5(b)(2) the designated office for inspection of records in connection with the meeting is the Office of the City Clerk, City Hall, 3200 E. Tahquitz Canyon Way. Complete Agenda Packets are available for public inspection at: City Hall Office of the City Clerk. Agenda and staff reports are available on the City's website www.palmspringsca.gov. If you would like additional information on any item appearing on this agenda, please contact the Office of the City Clerk at (760) 323-8204.

It is the intention of the City of Palm Springs to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Department of Aviation, (760) 318-3800, at least 48 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible.



AIRPORT COMMISSION

MINUTES OF THE REGULAR MEETING OF THE AIRPORT COMMISSION OF THE PALM SPRINGS INTERNATIONAL AIRPORT

Wednesday, April 23, 2025 – 4:00 P.M.

1. CALL TO ORDER:

Chairman Corcoran called the Airport Commission meeting to order at 4:00 P.M. The meeting was held in-person and via videoconference.

Chairman Corcoran asked Commissioner Young to lead the Pledge of Allegiance.

2. POSTING OF AGENDA: Agenda posted on April 17, 2025

3. ROLL CALL:

Commissioner's Present:

Dave Banks (Palm Springs)	Tracy Martin (Palm Springs)
Robert Berriman (Indian Wells)	Samantha McDermott (Palm Springs)
Todd Burke (Palm Springs) Vice Chairman	Margaret Park (Riverside County)
Daniel Caldwell (Palm Springs)	Christian Samlaska (Cathedral City)
Kevin Corcoran (Palm Springs) - Chairman	Dirk Voss (Desert Hot Springs)
J Craig Fong (Palm Springs)	Rick Wise (Indio)
Ken Hedrick (Palm Springs)	Kevin Wiseman (Palm Desert)
Geoffrey Kiehl (La Quinta)	Keith Young (Rancho Mirage)

Commissioners Absent: Denise Delgado (City of Coachella), Bryan Ebensteiner (Palm Springs), David Feltman (Palm Springs)

Staff Present:

Harry Barrett, Jr., Executive Director of Aviation
Daniel Meier, Deputy Director of Aviation, Marketing and Air Service
Victoria Carpenter, Airport Administration Manager
Lowell Valencia-Miller, Executive Program Administrator
Harman Singh, Project Manager
Jake Ingrassia, Marketing and Communications Specialist
Tanya Perez, Interim Executive Administrative Assistant
Heather Cain, Assistant Director of Finance
Jeremy Holm, City Attorney

Others Present:

Mark Waier, Daley Strategies, LLC

4. ACCEPTANCE OF AGENDA:

MOTION BY COMMISSIONER VOSS, SECOND BY COMMISSIONER HEDRICK, CARRIED UNANIMOUSLY, to approve the agenda as presented.

5. PUBLIC COMMENTS: None.

6. APPROVAL OF MINUTES:

MOTION BY COMMISSIONER HEDRICK, SECOND BY COMMISSIONER YOUNG, CARRIED UNANIMOUSLY, to approve the Airport Commission Meeting Minutes of April 23, 2025.

7. DISCUSSION AND ACTION ITEMS:

7.A Conference Room Update

Airport Administration Manager Carpenter provided an update on the Airport Conference Room Renovation Project and advised that Airport staff had completed its review of all submitted proposals. She stated that the conference room was scheduled to go out of service following the May 21, 2025 Airport Commission meeting. Pending final evaluations, renovation work was anticipated to begin on May 22, 2025.

Chairman Corcoran inquired about the location of the June and July 2025 Airport Commission meetings. Ms. Carpenter deferred the question to Interim Executive Administrative Assistant Perez. Ms. Perez confirmed that both meetings were tentatively scheduled to be held at City Hall. Chairman Corcoran asked if the meetings would be held in the large conference room. Ms. Perez confirmed they would. Ms. Perez added that any changes to the meeting location would be communicated accordingly.

Chairman Corcoran then addressed the Airport Commission and asked if they were all familiar with the City Hall meeting location; and in unison the Airport Commissioners confirmed they were.

7.B Noise Committee Update

Vice Chairman Burke noted that the Noise Committee meeting had been brief and provided a summary of the noise complaints for the period of January through March 2025. Vice Chairman Burke reported that a total of seven registered complaints were received: four related to commercial aircraft, of these; two were related to the timing

of flight operations; two related to military activity; and one had been for general aviation.

7.C Concessions Update

Executive Program Administrator Valencia-Miller reported that The Pink Door opened on February 7, 2025, and operating hours are from 4:30 a.m. to 8:00 p.m. daily, he noted that sales had continued to perform well since opening. He also shared that Paula and Athena Sippel of TKB Bakery & Deli had visited the Airport on April 8, 2025, and provided feedback that sales at The Pink Door had exceeded their initial expectations.

Mr. Valencia-Miller further reported that Goldenvoice had launched operations as the Coachella Lounge on April 9, 2025, offering official Coachella merchandise that included t-shirts and hooded sweatshirts. The Coachella Lounge operating hours were from 10:00 a.m. to 3:00 p.m. on April 9th, April 10th, and April 17th. Although originally scheduled to open on April 16th, it was not in operation on that day, however, it did open on April 21st, from 10:00 a.m. to 2:00 p.m., fulfilling the required number of operating days outlined in the agreement. Mr. Valencia-Miller advised that the Goldenvoice revenue report was due to the Airport by May 15, 2025, at which time a full update on sales performance would be available. Under the terms of the lease agreement, Goldenvoice was required to provide a monthly minimum revenue guarantee of \$6,430 and remit 20% of gross sales for those services. He added that future use of the space, both aeronautical and non-aeronautical, was under evaluation as part of the Airport's long-term planning efforts.

Mr. Valencia-Miller also reported that Trio and Trio To-Go opened on April 11, 2025, with operating hours from 5:00 a.m. and until the last scheduled flight of the day. He shared that Trio and Trio To-Go management had indicated that sales were meeting expectations. The opening of Vino Volo was anticipated within the following weeks, as it had been delayed due to its liquor license. Airport staff had been in contact with the Riverside office of the Alcoholic Beverage Control (ABC) to track the status of the application, and staff remained hopeful that Vino Volo would be operational by the following Airport Commission meeting.

During a health inspection, an issue had been identified at Vino Volo concerning the outdoor bar area. Specifically, the server's workstation lacked roof coverage, which raised health and safety concerns. As a result, the outdoor bar remained temporarily closed until a permanent covering solution could be implemented. Once fully operational, Vino Volo was expected to serve breakfast and coffee and operate from 5:00 a.m. and until the last scheduled flight of the day.

Mr. Valencia-Miller also provided an update on Fig & Plum, noting that its hours of operation differed from other concessions at the Airport, operating daily from 7:00 a.m. to 5:00 p.m. During the March 19, 2025 Airport Commission meeting, Airport Commissioners had reported three separate instances where Fig & Plum was

observed to be closed. Upon checking with Fig & Plum management, it was determined that the reported closures had occurred due to the following reasons, the first instance was caused by a water main break at the Airport, the second instances was the result of a transformer outage, and the third instance was due to a staffing issue that led to a temporary closure that lasted approximately 20–30 minutes. Fig & Plum management has been reminded of the importance of consistent operations, and they are working to ensure improved reliability.

Mr. Valencia-Miller stated that during the March 19, 2025 Airport Commission meeting, a question was raised regarding the timeline for the closure of Fig & Plum, and Mr. Valencia-Miller confirmed that Fig & Plum was scheduled to permanently close in mid-May 2025. Following the closure, all contents must be removed, the space thoroughly cleaned, and the structure may then be removed. Mr. Valencia-Miller advised that The Movie Colony remained the final concept under the Paradies Grab & Go Program and that there wasn't an estimated opening date for that location.

He proceeded by highlighting recent Airport achievements. Noting that Paradies had won two major awards at the 2025 Airport Experience Awards that was held in Washington, D.C. from March 29 to April 1. Paradies had been named Best Overall Retailer for the 28th consecutive year and had also received recognition as Restaurateur with the Highest Regard for Customer Service for the first time. Mr. Valencia-Miller shared a statement from Greg Paradies expressing appreciation and pride in receiving these awards.

Additionally, Mr. Valencia-Miller shared that Citybiz Magazine had featured Palm Springs International Airport and the Airport's Trio and Vino Volo locations in its April 22, 2025 edition, highlighting Paradies and the awards they received. Furthermore, Mr. Valencia-Miller noted that WHSmith, the Airport's retail concessionaire, was also recognized as the Retailer with the Highest Regard for Customer Service. He expressed that Airport staff were looking forward to the continued delivery of exceptional customer service by the Airport's concession partners for future travelers.

Commissioner Caldwell inquired whether the open-air issue at Vino Volo was due to a lack of roof coverage, specifically above the outdoor bar area. Mr. Valencia-Miller confirmed that was correct and noted that the absence of a roof above the server's workstation was considered a health concern. Commissioner Caldwell then asked how the issue could be resolved. Mr. Valencia-Miller responded that Airport staff were working with Paradies to identify and implement a solution that will address the concerns raised by the health department.

Vice Chairman Burke inquired about the uncertainty of the opening date of The Movie Colony, and if there had been any consideration to keeping Fig & Plum open beyond May 2025. Executive Director of Aviation Barrett advised that he had a meeting scheduled with Pam Brown from Paradies on Monday, April 28, 2025 and that this topic was listed as one of the discussion items. Chairman Corcoran commented that unless grab-and-go items are available elsewhere, it would be beneficial to keep Fig

& Plum open. Mr. Barrett responded affirmatively. Additionally, Airport Administration Manager Carpenter noted that with the transition into summer operations, passenger volumes were expected to decrease. As a result, concession hours might be adjusted accordingly, and this consideration would also be part of the discussions with Paradies.

Chairman Corcoran stated that he had received feedback from a couple of his friends who were taking early morning flights at 5:30 a.m. and 6:30 a.m. and observed that the concessions were not open. Chairman Corcoran inquired whether the required opening time was 45 minutes before the first flight departed. Ms. Carpenter clarified that those concessions were to be open 30 minutes before the first scheduled departure. Chairman Corcoran requested clarification if that meant 5:00 a.m., to which Ms. Carpenter agreed. Ms. Carpenter then asked which specific stores were closed, noting that staff had discussed this issue previously regarding Santa Rosa Kitchen, now operating as Trio. Chairman Corcoran responded that Cactus to Clouds was closed and noted the occurrence was during an American Airlines flight. Ms. Carpenter confirmed that Airport staff would investigate the matter.

Commissioner Banks commented that if the airline has already boarded 30 minutes before departure, passengers are likely to bypass concession areas altogether. Ms. Carpenter confirmed that the concessionaires are contractually obligated to be open at least 30 minutes beforehand. She added that, in the past, staff at Santa Rosa Kitchen, now operating as Trio, opened earlier than required as a courtesy to the Airport. Ms. Carpenter also noted that recent management changes, including the replacement of the general manager, may have impacted some practices and that this was likely something that needs to be discussed with the new manager to remind her of this. Chairman Corcoran requested that Airport staff double-check to ensure compliance. He also inquired whether Paradies had filled the general manager position. Ms. Carpenter responded that the position had not yet been filled and that the regional manager was serving in the role on an interim basis. Chairman Corcoran asked that Airport staff to follow up on the opening and closing times for the concessions.

Chairman Corcoran addressed concerns regarding Coachella Valley Coffee, stating that excessive pressure at Coachella Valley Coffee had been negatively impacting operations at the adjacent, Las Casuelas Terraza restaurant, particularly when long lines formed. He inquired whether, with the opening of additional venues such as Vino Volo and Trio, if any efforts had been made to utilize Airport Navigators or install signage to direct passengers to these alternative options. Chairman Corcoran reminded staff that there had previously been significant discussion to ensure that all venues would offer breakfast sandwiches and coffee, and he emphasized the importance of guiding passengers to all available locations. He reiterated his question, asking if anything could be done at this time, given the recent openings, to better advise passengers of the available options. Ms. Carpenter responded that both utilizing Navigators and enhancing signage were great ideas, and she confirmed that staff would work on this. Chairman Corcoran asked if staff could take this on, Ms.

Carpenter confirmed Airport staff would, and she noted that she might enlist the assistance of Marketing and Communications Specialist Ingrassia.

Deputy Director of Aviation, Marketing and Air Service Meier added that the existing Airport directory already identified where passengers could find coffee, cocktails, food, and other amenities at each location. Mr. Meier further noted that Vino Volo, Trio, and the Coachella Valley Coffee were all included in the directory signage. Commissioner Burke shared that during his visit the previous week, he observed approximately 20 people waiting in line at Coachella Valley Coffee. However, because he was familiar with the terminal layout, he walked upstairs and was the first customer to enter Trio To-Go.

Commissioner Burke further commented that while signage was beneficial, it might not always capture the passengers' attention. Emphasizing that the Airport's Navigators did an excellent job assisting travelers, he suggested reviewing the volunteer hours to determine if additional Navigator coverage could be provided to help direct passengers more effectively. Chairman Corcoran asked when the Airport Navigators started their shift. Mr. Meier responded that the Navigators were scheduled from 10:00 a.m. to 2:00 p.m. in the courtyard.

Commissioner Hedrick suggested placing a sandwich board outside the security checkpoint to promote the availability of breakfast sandwiches and to list all concession locations offering them. He also recommended including directional arrows to clearly indicate where each venue was located. Chairman Corcoran agreed with the suggestion, noting that he had been thinking the same thing, and he asked staff whether such signage could be implemented. Mr. Barrett confirmed that this could be done. Mr. Meier added that similar signage had been used during previous construction projects at the Airport and confirmed that it could be implemented again.

Commissioner Wiseman requested that staff consider differentiating between venues offering regular coffee and those serving espresso-based drinks, noting that the long lines at Coachella Valley Coffee might be driven by passengers seeking specialty espresso beverages. Chairman Corcoran acknowledged the point, stating there was truth to that observation. However, he added that it could still take approximately 25 minutes just to get a regular cup of coffee, which contributed to the passengers' frustration while waiting in line. He also noted that with the recent opening of additional venues, more options were now available to help ease congestion. Chairman Corcoran asked staff to move forward with implementing the discussed efforts to determine whether they help improve the situation. Mr. Meier advised that the current signage does differentiate the types of coffee available at each concession location. Mr. Meier added that staff would explore additional opportunities and assess what further improvements could be made.

Commissioner Young said that during his recent visits to the Airport, he had observed several vending machines out of service, and he requested that staff investigate the issue. Ms. Carpenter asked if the outages had occurred recently, specifically within

the past month. Commissioner Young responded that the most recent instance he had observed was approximately three weeks prior. Ms. Carpenter acknowledged the concern and explained that the vending machines had been experiencing operational challenges, particularly due to exposure to heat. She noted that the machines in the outdoor areas were not adequately equipped to withstand high temperatures, which contributed to the service issues. Ms. Carpenter further advised that staff would bring this matter back to the concessionaire's attention.

Chairman Corcoran referred to the Coachella Lounge space and inquired whether the area had been well utilized by passengers. Ms. Carpenter responded affirmatively, confirming that during initial operations, long lines had formed at the lounge, with some passengers lining up down the stairwell toward baggage claim. Airport staff had implemented crowd control measures using stanchions. She further noted that it was encouraging to see the space open.

Chairman Corcoran shared that staff was working with FUSE to explore future uses for the space and inquired whether a meeting with FUSE had been scheduled to discuss their ideas and next steps. Ms. Carpenter deferred the question to Interim Executive Administrative Assistant Perez, who confirmed that the meeting with FUSE had been scheduled for May and would take place prior to the next Airport Commission meeting. Chairman Corcoran requested that staff include Commissioner McDermott in the upcoming meeting with FUSE. Ms. Perez confirmed that Commissioner McDermott would be included.

Chairman Corcoran provided additional context, stating that airlines had expressed interest in the space for potential office use, which may compete with the proposed customer-facing ideas, and that staff was exploring additional options. He requested that staff provide an update at the May Airport Commission meeting regarding the discussions with FUSE and the status of future planning for the lobby space.

Chairman Corcoran reported that Trio was receiving good initial feedback, and he expressed hope that the new venues would continue to be well received.

7.D Marketing Update

Deputy Director of Aviation, Marketing and Air Service Meier provided an overview of the Airport's marketing efforts and air service developments. March 2025 recorded a total of 493,450 passengers, reflecting a 4.3% increase over March 2024 and marking the third consecutive record-breaking month of the year.

Looking ahead to the summer travel season, Mr. Meier reported that scheduled departing seat capacity remained strong. May 2025 was projected to show nearly a 6% increase year-over-year, with June up almost 13%, July slightly over 18%, and August nearly 11% compared to the same period the previous year.

Mr. Meier stated that Delta Air Lines planned to add a third daily frequency to Salt Lake City during the summer months, enhancing connectivity options for passengers. In contrast, Allegiant Air canceled its planned year-round service to Bellingham, Washington, citing reduced summer demand and a 75% decline in cross-border land traffic. The seasonal service was scheduled to end on May 26, 2025, with expectations to resume in the fall.

This route historically operated year-round prior to the COVID-19 pandemic and later shifted to seasonal service in response to changing travel patterns and international demand. The decision to maintain seasonal operation reflected current market conditions and ongoing pressure on Allegiant Air to limit the route to seasonal status.

Mr. Meier noted that Bellingham, Washington, served as a convenient airport alternative for travelers from British Columbia, particularly Vancouver. Bellingham International Airport relied heavily on Canadian passengers to sustain its operations.

Mr. Meier also provided an update on arriving seat capacity from Canada for the summer season. These figures represented inbound seats on Canadian carriers, with WestJet Airlines as the sole airline offering summer service to Palm Springs. WestJet operated routes from both Calgary and Vancouver with some adjustments compared to the prior year.

For June, arriving Canadian seat capacity was up 12.4% compared to June 2024. July was expected to see a 21% decrease, equating to 708 fewer seats, while August was projected to decline by 354 seats. September capacity was forecasted to increase by 8.2%, or 4,307 seats.

These changes reflected schedule adjustments by WestJet Airlines, with Calgary service reduced from four days per week to three and Vancouver service reduced from three days per week to two during the summer. Both routes were scheduled to continue through the summer season, with WestJet planning to reassess service levels in the fall based on market conditions and economic factors.

Mr. Meier shared feedback gathered from Canadian carriers and international airlines through the Airport's air service consultant, who recently attended the World Routes Conference in Europe. Discussions with airline representatives indicated that Palm Springs' location in California and the regions strong appeal for second-home ownership continued to offer resilience compared to other U.S. markets. The perception of California as a desirable and distinct destination provided a buffer against some of the broader challenges impacting air service demand across North America.

While this information suggested a positive outlook, it remained too early to predict the full impact on summer travel demand. Airlines were taking a cautious approach as booking trends and market conditions continued to develop. Much of the available data remained historical, and some carriers reported declines in Canadian traffic. For

example, United Airlines recently noted a 9% decline in Canadian traffic during its latest earnings call.

Mr. Meier clarified that the reported seat capacity data for Palm Springs reflected only Canadian carriers such as WestJet, as this source provided the most reliable and accessible figures. Comprehensive data for U.S. carriers operating in the Canadian market to Palm Springs was more difficult to obtain. Additionally, Canadian airline passenger numbers in March 2025 increased by 2.1%, offering a positive indicator for international travel at Palm Springs.

On the marketing front, Mr. Meier emphasized that the Airport actively promoted its strengths and created awareness through three summer advertising campaigns. The first campaign, You Can Get Anywhere in the World from Palm Springs, focused on dispelling the perception that travelers must drive to LAX for international flights, highlighting the convenience of connecting through hubs like Denver. The second campaign, Beat the Heat, encouraged residents to escape summer desert temperatures by traveling to cooler destinations. The third campaign emphasized the ease and convenience of traveling through Palm Springs International Airport during the summer months, when other Southern California airports such as LAX, Ontario, Orange County, and San Diego typically experienced peak travel crowds and extended wait times. Mr. Meier noted that this advantage was unique to the summer period and not actively promoted during the peak months of March and April to avoid creating unrealistic expectations during high-traffic events like the Coachella Festival.

Mr. Meier also outlined several initiatives designed to further promote the Airport and enhance the customer experience. Efforts included working with airlines such as Frontier to coordinate promotions for new summer services like Portland, with possible giveaways of round-trip tickets through social media raffles or local radio partnerships. Additionally, discussions were underway with partner airports to explore joint promotions highlighting service between shared destinations.

Regarding passenger support services, the Navigator Mobile Assistance Team planned to test expanded roaming locations post-summer. Although initial concerns about high temperatures suggested limitations, Navigator volunteers expressed interest in testing expanded coverage during cooler morning hours, subject to weather conditions. To support these efforts, the Airport planned to provide branded hats, bottled water, and flexibility for Navigators to adjust activities based on temperature and comfort levels.

The Customer Experience Program Plan continued to progress, with PSM Squared, Inc. conducting stakeholder interviews and distributing surveys across the Coachella Valley. Commissioners were reminded to check their City email accounts for the survey link and to complete the survey by the end of the week to ensure valuable feedback for program development.

Lastly, Mr. Meier reported that the new roadway banners, which replaced those that previously failed in windy conditions, had performed well. Full replacement of all

banners was expected to be complete by the end of April 2025 or the beginning of May 2025.

Commissioner Hedrick asked if there had been any feedback from United Airlines regarding the IAB flights. Mr. Meier advised that he had received an update on February performance, noting improvements in load factors and yield times. Commissioner Hedrick inquired whether United Airlines had considered using the IAB flights as a connection to Europe. Mr. Meier responded that he had not yet had that conversation with United Airlines and noted he was aware of some discussions and that those negotiations were primarily handled between Visit Palm Springs and United Airlines. He said that part of the agreement required the flight to operate during the day rather than as a red-eye flight, which presented challenges for connecting to European flights on the East Coast, where red-eye flight schedules were often necessary for timely connections. While some connections were available, the full strategy remained unclear. Commissioner Hedrick added that most European flights depart between 4:00 a.m. and 8:00 p.m.

Vice Chairman Burke noted that the flight does connect to United's last international departure. He explained that when passengers arrive in London, the flight connects to United's last evening departures to the Northeast as well.

Commissioner Hedrick shared that he had used that connection once and found it to be very convenient.

Mr. Meier provided an update received earlier that day, indicating that airline performance was satisfactory. An upcoming conference called Jumpstart was scheduled for June, where face-to-face meetings with several airlines were planned. A final meeting schedule was pending; however, a meeting with United Airlines had been requested to discuss existing service and explore potential new opportunities. Chairman Corcoran shared feedback from passengers who had used both the United Airlines and Alaska Airlines flights to New York, noting that travelers were highly complimentary of the service and appreciated the convenience of flying between the two cities. Mr. Meier stated that United Airlines had expressed overall satisfaction with the service, acknowledging that January's performance did not meet expectations and that they had seen improvements in February and May. Since the service launched in mid-December, additional time has been necessary to build passenger awareness. As the service continued through each season, it was expected to strengthen and gain traction.

Chairman Corcoran acknowledged and commended FUSE for the successful We Love Canada campaign, which was prominently displayed throughout the terminal. He noted that the concept had originated from the Mayor and had even received coverage in the Los Angeles Times. He also mentioned the recent feature article in the New York Times highlighting the Cactus to Clouds hiking trail, which provided historical background and details of the trail. He suggested exploring ways to share or display the article within the terminal, possibly near the Cactus to Clouds bar area,

and he asked Marketing and Communications Specialist Ingrassia for ideas on how this could be implemented.

Mr. Ingrassia responded that a QR code linking passengers to the New York Times article had been suggested by Chairman Corcoran; however, because the article was behind a paywall, many passengers without a subscription would be unable to access it. As an alternative, Mr. Ingrassia proposed developing an original version of the story that could be displayed in the Cactus to Clouds bar area, either as a physical panel or accompanied by a QR code linking accessible content, and he confirmed that this option was being explored. Chairman Corcoran inquired whether that could be completed by the next meeting. Mr. Ingrassia confirmed that it would be completed by the next meeting. Chairman Corcoran remarked that the article was very interesting and encouraged the Commissioners to read it and share.

7.E Financial Update

Airport Administration Manager Carpenter provided a financial update based on data through March 31, 2025. She reported on four Airport funds: Customer Facility Charges, Passenger Facility Charges, Airport Operations and Maintenance, and Capital Improvement Projects. Ms. Carpenter reported that collectively these funds showed a combined surplus of approximately \$17 million.

Commissioner Wiseman inquired about the relationship between the last slide in the project listing and Fund 416. Specifically, Commissioner Wiseman asked for clarification on budget figure shown at the bottom of the slide, the \$98,650,000 verses the Fund 416 budget amount of \$197,325,840 in expenditures. Ms. Carpenter explained that the last slide in the project listing reflected a rolling total of capital projects, which included amounts from the City's financial system. The difference resulted from a combination of funding approved in the current City budget and amounts rolled over from prior fiscal years.

Chairman Corcoran asked if there were any major financial items going to City Council for approval. Ms. Carpenter confirmed that several items were proposed to go before the City Council, as outlined in the Airport Commission agenda under Item 10.B Future City Council Actions. Ms. Carpenter emphasized that these items were tentative and may be subject to change. Among the items scheduled was a request for City Council to reject all bids received for the Baggage Handling System In-Line Baggage Screening Project, which will be heard that evening. Additional items proposed for the May 14, 2025, City Council meeting included: a contract services agreement for maintenance personnel training services; an easement with Southern California Edison for the installation of electric vehicle charging stations in the public parking lot; a project delayed due to interagency coordination; and an amendment to the ABM Aviation, Inc. (ABM) contract for parking management. The amendment to the ABM contract reflected operational changes, including the Airport bringing certain landside operations aides in-house and adding equipment to enhance the passenger experience, with IT support for long-term infrastructure compatibility.

Ms. Carpenter also outlined Amendment No. 1 to the concessionaire agreement with the Marshall Retail Group. She explained that The Pink Door was originally approved as a vending-only operation with no staff or in-person coffee service, which was now transitioning to a staffed café model. Executive Program Administrator Valencia-Miller stated that the amendment will also address the relocation of the duty-free kiosk and bonded storage area required by U.S. Customs and Border Protection (CBP). Additionally, the revised lease structure will implement a 12-month term with a nine-month review and a performance-based rent adjustment beyond the initial term.

Lastly, Ms. Carpenter advised that a notice of completion for the Taxiway Rehabilitation Project was expected to be presented at the May 28, 2025, City Council meeting. The project was approximately 90% funded by the Federal Aviation Administration and it was completed.

Commissioner Hedrick requested clarification on the reject all bids for baggage handling system in-line screening project. Ms. Carpenter advised that this was provided in the Airport Commission agenda for discussion under item 7.G Projects and Airport Capital Improvement Program Update. Project Manager Singh stated that the project was bid on February 12, 2025, and upon the bid closing date on March 20, 2025, there was only one bid received. With the proposal significantly higher than estimated and due to the lack of competitive bids as well as limited participation, staff was in the process of evaluating and adjusting the bid specifications to encourage broader industry interest. Mr. Singh noted that staff intended to re-advertise the project, with revised specifications to attract additional bidders. The new bidding period would run from April 24, 2025, through May 27, 2025.

Commissioner Hedrick referred to Item 10.B, Future City Council Actions, and specifically noted the recently approved Consulting Services Agreement with Kaplan Kirsch LLP to provide legal counsel services for the Airport. Commissioner Hedrick inquired about the selection process, asking how the firm was chosen and who the competing firms were. Ms. Carpenter responded that the Airport went through a formal Request for Proposal (RFP) process in coordination with the City of Palm Springs Procurement and Contracting Department. Ms. Carpenter explained that, similar to how bids were handled for the In-Line Baggage Handling System project, the RFP was posted publicly on Planetbids, allowing vendors to submit proposals online. Five firms submitted proposals, and the top three firms were selected for interviews based on an established rating criteria. Following the interview process and final scoring, Kaplan Kirsch LLP was selected as the top-ranked firm with the highest evaluation score. Commissioner Hedrick asked if staff recalled the names of the other two top-ranked firms. Ms. Carpenter responded that she did not recall the names of the other top-ranked firms off the top of her head and advised that the information was listed in the City Council agenda for the last Council meeting. Commissioner Hedrick commented that he would review the agenda to find the information. Commissioner Hedrick further noted that he was surprised by the process and expressed concern that when a vendor was selected for significant services related to the Airport, the selection should be lumped through the Airport Commission. Ms. Carpenter located

the list of firms that submitted proposals, and advised the top five firms were Eagle Law Group, P.C., Ervin Cohen & Jessup LLP, Kaplan Kirsch LLP, Meyers Nave, and Richard Watson & Gershon. Commissioner Hedrick commented that, based on the list provided, he agreed with the selection and would have chosen the same vendor.

Chairman Corcoran added that he had spoken with Ms. Carpenter earlier regarding this topic. Chairman Corcoran shared that City Council had approached the Airport Commission to ask whether the Commission was aware of and had voted on the legal services agreement. Chairman Corcoran emphasized that this was why questions are now being raised regarding what items are moving forward to City Council, noting that there should be no surprises on significant matters. Chairman Corcoran added with a contract valued at approximately \$2.7 million, the Airport Commission should be made aware in advance so that the item can be discussed.

Ms. Carpenter introduced City Attorney Holm and asked whether Item 10.B, Future City Council Actions, should be formally listed as a discussion item for future Airport Commission meetings. Mr. Holm confirmed that it should be included as a discussion and action item moving forward. Mr. Holm noted that while there may not always be discussion, including it on the agenda would provide the opportunity to review and discuss any items that may raise questions or concerns. Chairman Corcoran agreed and asked that this change be implemented for future meetings.

7.F Employment Update

Executive Director of Aviation Barrett provided an update on Airport staffing. He reported that approximately 15 frontline positions were currently vacant, primarily due to organizational movements such as promotions, retirements, and employees pursuing other career opportunities. Recruitment efforts are underway to backfill most of these positions.

Recent staffing developments included filling an Operations Specialist I position and continuing recruitment for an Operations Aide position. Additionally, the Airport had been recruiting for a Climate Action and Sustainability Specialist, with that process being coordinated jointly with the City's Sustainability Director. Several Maintenance Technician vacancies were also in progress. Mr. Barrett noted that recruitment for frontline positions had been moving relatively quickly.

Mr. Barrett shared that middle management and upper leadership recruitment typically takes longer; however, there had been recent success in this area. After two years of effort, the Airport had successfully made an offer for the Deputy Director of Capital Development position, with the selected candidate anticipated to start around June 30, 2025.

Recruitment for a Safety Management Systems Manager was in its final interview stages, and the Security Manager recruitment had been underway, with 12 candidates under review. Additionally, recruitments for an Executive Administrative Assistant and an Innovation and Strategic Implementation Administrator were being relaunched.

Chairman Corcoran asked if the Deputy Director of Capital Development was revised for the compensation plan. Mr. Barrett confirmed that adjustments were made to the compensation package and relocation assistance was offered to help secure a successful candidate.

7.G Projects and Airport Capital Improvement Program Update

Mr. Singh provided an update on the Bono Concourse escalator project. He reported that RS&H, the Airport's On-Call Engineering Services Firm, had submitted a proposal to conduct a comprehensive review of the existing escalators. A task order was in process to authorize the work, with the review expected to be completed within two months and a final report anticipated by the end of July 2025.

The proposal outlined two options, first option would be removing and replacing the existing escalators within the current footprint, or the second option would be removing existing escalator and installing longer escalators, which would require extending the lower landing area on the west side of the terminal and may involve excavation. The review would also include a rough order of magnitude (ROM) cost estimate covering all necessary components, such as mechanical, electrical, plumbing, structural, architectural, and landscaping elements. Airport staff anticipated presenting findings and a presentation of the options, along with associated costs, at a future Airport Commission meeting to assist in decision-making.

Mr. Singh also provided an update on the Shade Structure Project, funded by the Measure J Fund. The Airport's On-Call Architectural Consultant M. Arthur Gensler Jr. and Associates, Inc. (Gensler) was completing the structural analysis and developing renderings and design options in coordination with Historic Site Preservation Board (HSPB) to ensure operational needs are met. A ROM cost estimate for the design will be provided once these concepts are finalized.

Regarding the Baggage Handling System Project, Mr. Singh reported that the bid package was scheduled for release the following day. Airport staff anticipated presenting the bidding results to the Airport Commission by the end of May 2025. The project aimed to modify or replace the existing outbound baggage handling system with a new in-line system designed to increase capacity and efficiency, incorporate advanced bag-tracking technology, reduce or eliminate single points of failure, and improve ergonomic conditions for staff.

For the Terminal Restroom Renovation Project, Mr. Singh explained that the original plan to renovate all five restrooms, two in the Agua Caliente Concourse, one in the courtyard, and two in the ticketing area, had been revised based on Executive Director of Aviation Barrett's direction to allow for a phased approach to better manage the budget. Gensler submitted a proposal for the first phase focused on the lower level and courtyard restrooms, which was received in mid-April 2025, and was under review. The evaluation was expected to be completed within two to three weeks, after

which staff would present recommended next steps to the Airport Commission. This phased strategy offers greater flexibility in design and funding.

Lastly, Mr. Singh reported on the Mid-Century Outdoor Furniture Project, also funded by the Measure J Fund. The design and installation of the outdoor furniture focused on preserving the Mid-Century architectural style that was essential to the identity of both the Airport and the City of Palm Springs. The project aimed to highlight and promote appreciation for Mid-Century architecture and design. A purchase order had been issued, with delivery and installation anticipated by mid-July 2025. Although the manufacturing lead time was estimated at 12 to 14 weeks, completion remained on track for late June or early July 2025.

Commissioner Caldwell asked whether tariffs or related trade issues might impact any of the ongoing or planned projects. Mr. Singh stated that one of their general contractors had mentioned discussions about tariffs affecting some subcontractors. However, to date, staff hadn't observed any price increases or supply chain delays. Mr. Singh emphasized that while no impacts had been seen yet, the team remains vigilant and mindful of potential future effects, like the uncertainties experienced during the COVID-19 pandemic.

Chairman Corcoran inquired about the possibility of receiving the escalator review report earlier, ideally before the July 2025 Airport Commission meeting, noting that there would be no meeting in August and the next opportunity to discuss the matter would be mid-September. Chairman Corcoran emphasized the importance of maintaining momentum on the project. Mr. Singh responded affirmatively, confirming that staff would request the information be expedited and the report be delivered to enable discussion at the July 2025 meeting.

8. EXECUTIVE DIRECTOR REPORT

Executive Director of Aviation Barrett began by highlighting the Airport's recent participation in the Annual Legislative Conference held in Washington, D.C. He explained that this event serves as a crucial platform for airport leaders nationwide to engage directly with senior officials from federal agencies, including the Federal Aviation Administration (FAA) and U.S. Customs and Border Protection, as well as legislative and congressional leaders, to discuss policy priorities, funding appropriations, and legislative initiatives. Mr. Barrett, accompanied by Airport Administration Manager Carpenter and Mark Waier of Daley Strategies, LLC (Daley Strategies), attended the trip and participated in 14 meetings with legislators and federal stakeholders. He described the visit as highly productive. Ms. Carpenter echoed Mr. Barrett's remarks, highlighting that the trip provided valuable insight into current legislative challenges and offered the Airport a crucial opportunity to advocate for key issues, including the restoration of law enforcement officer (LEO) funding, and an increase to the Passenger Facility Charge (PFC), which has remained capped at \$4.50 since 2000.

Mr. Waier added that the visit coincided with the National Conference of Airport Directors, enabling the team to consolidate legislative meetings into a single trip. They met with both majority and minority congressional leaders and held a significant 30-minute discussion with Representative Ken Calvert, who represents the district and serves on the House Appropriations Committee. During the meeting, they addressed the community project funding request for the outbound baggage handling system, which had been removed from the federal budget due to continuing resolution constraints. Representative Calvert expressed his intention to reintroduce the request for the Fiscal Year 2026 and mentioned the possibility of increased project submissions by members in this funding cycle.

At Representative Calvert's request, Daily Strategies secured letters of support from eight cities and partner entities to strengthen the funding application, which were included in the updated request packet. Additionally, the team engaged with the offices of Senators Adam Schiff and Alex Padilla, which included participation in the first joint constituent breakfast, and they had a great conversation with the senators and their staff where they discussed future federal support and the Airport Master Plan to initiate conversations that could eventually lead to improvements to the Federal Inspection Services (FIS) facility and other projects. Building these relationships were an important step, as while they were familiar with Palm Springs, they were not fully aware of the details of the Airport Master Plan or the Airport's progress in this process. A meeting was also held with Representative Raul Ruiz, who was warm and welcoming. He has been a strong supporter of the Airport and the community he serves. Mr. Waier emphasized the importance of maintaining regular, face-to-face engagement with federal legislators to ensure ongoing awareness and understanding of Airport's priorities and long-term development plans.

Mr. Barrett concluded the trip summary by emphasizing that ongoing outreach at both the local and federal levels remain essential to securing resources and ensuring continued visibility for the Palm Springs International Airport and its initiatives and region wide.

Mr. Barrett also reported that staff had initiated early planning for a potential Rental Car Facility on the north side of the facility. As part of this process, the Airport was exploring the possibility of utilizing a Public-Private Partnership (P3) delivery method. Mr. Barrett recently attended a training session in Dallas focused on the execution of P3 agreements to better understand the structure and considerations involved. A kickoff meeting was anticipated with the Airport's financial consultants, City staff, including the Economic Development Director, Finance Director, and legal counsel, as well as the City Manager, to discuss policy considerations, feasibility, and potential next steps. A determination on whether to proceed with a P3 delivery model would be made before advancing planning efforts and bringing the matter to the Airport Commission for future discussions.

Chairman Corcoran requested a summary of the advantages and disadvantages of the P3 so everyone could understand what was being discussed. Commissioner

Hedrick provided a brief explanation of the P3 delivery method, noting that under this approach, the Airport would contract with a private entity responsible for financing, constructing, and operating the facility using taxable funds. This differs from the traditional model, where the Airport would self-finance the project with tax-exempt funds and manage the design and construction process directly. The advantage of the P3 model would be that it allows the Airport, particularly when staffing and expertise are limited, to shift project delivery responsibilities to a private partner, with the Airport stepping in primarily at project completion. In contrast, the traditional model requires significant Airport involvement and oversight throughout the entire development process.

Commissioner Hedrick noted that the primary difference between the two delivery methods is cost. A P3 approach involves compensating a private partner, which includes their profit margin, typically a 12 to 15 percent return, that the Airport would not incur if it financed and managed the project internally. He clarified that this does not inherently make one method better than the other and emphasized that decision-makers must recognize the added cost associated with a P3. He also noted that major airports, such as LAX, DFW, and LaGuardia had utilized both delivery models depending on the specific project needs. Cities like Chicago privatized their parking system under a P3 structure and later deemed it a costly mistake and sought to reverse it. Similarly, Chicago Midway Airport pursued a P3 arrangement for its terminal redevelopment, which faced challenges. He acknowledged that while P3 delivery offers potential advantages, such as accelerating capital development and conserving internal resources, there were also well-documented risks.

Mr. Barrett advised that the Airport's goal had been to explore a full range of delivery options for the Rental Car Facility Project. He noted that P3's offer capital development benefits by potentially saving resources and accelerating project timelines by several years. However, he acknowledged that some P3 projects have faced challenges, citing Denver International Airport's Great Hall as an example of a less successful partnership.

Commissioner Banks recalled that two or three meetings ago, a thorough review of P3's had been presented. Chairman Corcoran added that two to three years ago, along with a finance firm from Orange County, visited to help the Airport Commission better understand P3's. The key takeaway was that while P3s involve certain risks, they offer the advantage of faster project completion.

9. COMMISSIONERS REQUESTS AND REPORTS:

10. REPORT OF COUNCIL ACTIONS:

10.A Past City Council Actions

10.B Future City Council Actions

11. RECEIVE AND FILE:

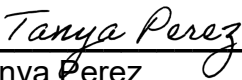
- 11.A** Airline Activity Report March 2025
- 11.B** Airline Activity Report Fiscal Year Comparison

12. COMMITTEES:

- 12.A** Future Committee Meetings
- 12.B** Committee's Roster

ADJOURNMENT:

The Airport Commission adjourned at 5:04 P.M. to a Regular Meeting on May 21, 2025, at 4:00 P.M.



Tanya Perez
Interim Executive Administrative Assistant



AIRPORT COMMISSION

MINUTES OF THE REGULAR MEETING OF THE AIRPORT COMMISSION OF THE PALM SPRINGS INTERNATIONAL AIRPORT

Wednesday, May 21, 2025 – 4:00 P.M.

1. CALL TO ORDER:

Chairman Corcoran called the Airport Commission meeting to order at 4:00 P.M. The meeting was held in-person and via videoconference.

Chairman Corcoran asked Commissioner Hedrick to lead the Pledge of Allegiance.

2. POSTING OF AGENDA: Agenda posted on May 15, 2025

3. ROLL CALL:

Commissioner's Present:

Dave Banks (Palm Springs)	Geoffrey Kiehl (La Quinta)
Robert Berriman (Indian Wells)	Tracy Martin (Palm Springs)
Todd Burke – Vice Chair (Palm Springs)	Samantha McDermott (Palm Springs)
Daniel Caldwell (Palm Springs)	Christian Samlaska (Cathedral City)
Kevin Corcoran (Palm Springs) - Chairman	Dirk Voss (Desert Hot Springs)
Bryan Ebensteiner (Palm Springs)	Rick Wise (Indio)
J Craig Fong (Palm Springs)	Kevin Wiseman (Palm Desert)
Ken Hedrick (Palm Springs)	Keith Young (Rancho Mirage)

Commissioners Absent: Denise Delgado (City of Coachella), David Feltman (Palm Springs), Margaret Park (Riverside County)

Staff Present:

Harry Barrett, Jr., Executive Director of Aviation
Daniel Meier, Deputy Director of Aviation, Marketing and Air Service
Victoria Carpenter, Airport Administration Manager
Christina Brown, Executive Program Administrator
Harman Singh, Project Manager
Jake Ingrassia, Marketing and Communications Specialist
Tanya Perez, Interim Executive Administrative Assistant
Jeremy Holm, City Attorney

4. ACCEPTANCE OF AGENDA:

MOTION BY COMMISSIONER VOSS, SECOND BY COMMISSIONER WISE, CARRIED UNANIMOUSLY, to approve the agenda as presented.

5. PUBLIC COMMENTS: None.

6. APPROVAL OF MINUTES:

MOTION BY COMMISSIONER MCDERMOTT, SECOND BY COMMISSIONER VOSS, CARRIED 16 – YES AND 1 - ABSTAIN, to approve the February 19, 2025 minutes as presented.

7. INTRODUCTIONS AND PRESENTATIONS:

7.A Jason Hodges – Innovation and Strategic Implementation Administrator

Innovation and Strategic Implementation Administrator Hodges said that he was excited to support the long-term strategy of the Airport. He said that his past work experience had been in marketing.

7.B David Hoffman – General Manager – Marshall Retail Group, LLC (WHSmith)

Mr. Hoffman said that he was WHS Smith's general manager for the retail stores and the Pink Door. Chairman Corcoran noted that Mr. Hoffman has played a key role in promoting local brands throughout the Airport's retail stores, and Chairman Corcoran said that the Commission appreciated the progress that had been made in terms of inventory and sponsoring Palm Springs brands.

7.C Danielle LaClair – General Manager – Paradies Lagardère, Inc.

Ms. LaClair said that she had joined Paradies Lagardère, Inc. (Paradies) a month ago and that Trio and Vino Vollo had opened since she had joined the Paradies team and that Movie Colony Cantina was in the pipeline. Ms. LaClair noted that she had previously been the Director of Catering for the San Diego Convention Center, the Director of Food and Beverage for the Civic Center in Balboa Theater in San Diego, and she has also worked for Marriott Hotels. She said that her goal was to build on the Airport's vision for culinary and exceptional service.

7.D Sharon Sarmiento, PhD. – Senior Vice President Economics & Forecasting –
Unison Consulting

Dr. Sarmiento said that she has been leading the economics and forecasting practice with Unison Consulting for the past 29 years and that she and Marketing and Communications Specialist Ingrassia would be providing a presentation on the Economic Impact Study for Item 8.C, Economic Impact Study Development Update.

8. DISCUSSION AND ACTION ITEMS:

8.A Art Curator Update

Executive Program Administrator Brown said that she was excited to report that the Art Curator Consulting Services Request for Bids (RFP) had been posted on April 14, 2025, and the bid had closed on May 15, 2025. She said that there were 22 prospective bidders that had reviewed the bid information. Three of the prospective bidders were from the Coachella Valley, seven were in California, and twelve were from out of state. Ten of the prospective bidders attended the pre-proposal meeting where Procurement and Airport staff answered several questions that were asked by the prospective bidders, and an additional six questions were submitted in writing.

Ms. Brown said that when the RFP closed on May 15th, six qualifying bids had been received. She said that interviews would be held with the bidders on June 4, 2025, and on the evaluation panel would be three Airport staff members, an art curator from San Diego Airport, and she was working on confirming which one Public Arts Commissioner would be serving on the evaluation panel as well.

Chairman Corcoran said that Commissioner McDermott would be representing the Airport Commission on the evaluation panel and that he was looking to have one more Commissioner be on the evaluation panel as well. He said that he was going to confirm that two Commissioners wouldn't affect there being an odd number of evaluation panel committee members and that there were also some questions around who has voting responsibilities to review the bids or not. Chairman Corcoran asked for those Commissioners interested in being on the evaluation panel committee to notify him at the end of the meeting.

Chairman Corcoran noted that two years ago, Commissioner Feltman had worked with Airport staff and members of the Public Arts Commission to identify opportunities for art and for maintaining the existing art that was on loan from the Palm Springs Art Museum which led to staff and the Airport Commission to the determination that the Airport need to have it's own art curator. Chairman Corcoran said that an update would be provided at the June Airport Commission meeting, and he inquired about when staff was planning on presenting the Art Curator contract to the Commission. Ms. Brown said that staff were planning on presenting the contract to the Commission in June.

Chairman Martin asked if Chairman Corcoran was looking for a Commissioner that had an art background or a art finance or legal background. Chairman Corcoran asked Commissioner McDermott to explain the expectations for the Commissioner that would be serving on the evaluation panel committee. Commissioner McDermott said that the expectation would be more around the Commissioner having a background or experience in consulting and that the Commissioner would be providing feedback and potential directives. Chairman Corcoran said that a passion for art or a Commissioner with connections to the art community would also be ideal.

8.B Lobby Space Update

Chairman Corcoran explained that the lobby space that was to be discussed was the space was located next to the Pink Door and that it was the same space that had been activated in April by Golden Voice for the purpose of selling merchandise for the Coachella Festival.

Marketing and Business Development Committee Chairwoman McDermott said that the Committee had met to discuss how the Committee could assist Airport staff with developing a plan to activate the lobby space. She noted that there had been discussions about the signatory airlines being interested in renting the space to use it for office space. Committee Chairwoman McDermott said that she believed that there was an opportunity to thread the needle with the customer experience programming that the Airport was providing and to create more lift within Airport and the tenants that are renting at the Airport. She said that the Committee would like to move this along and to get feedback from the Commission.

Chairman Corcoran noted that the Airport's advertising agency had offered to activate the space, and he said that the challenge with that offer was that the Airport had advised the advertising company that they would have to find a way to generate about \$65,000, and it wasn't certain that advertising could produce the required amount of revenue. Chairman Corcoran asked staff for a progress update and the plan to move forward.

Executive Director of Aviation Barrett said that staff was working on finding the balance between aeronautical use which is a requirement under federal regulations and non-aeronautical use, particularly because there is a demand on the Airport for service space which the Airport doesn't currently have, and the airlines need additional space. Mr. Barrett said that Airport staff is trying to balance the aeronautical needs with customer experience needs. One thing that the Airport staff is considering, is to partition off the lobby space so that the airlines can use a portion of the space, and the remaining space could be used for customer experience space.

Mr. Barrett said that staff were also looking into the Airport's existing advertising agreement to confirm that the scope of work would allow the Airport staff to utilize the contract for assistance with an activation space or programming for the lobby space. Chairman Corcoran requested that staff provide an update and a proposal for the lobby space at the June Airport Commission meeting. Mr. Barrett said that staff would try their best to fulfill Chairman Corcoran's request. Chairman Corcoran noted that the lobby space is prime customer facing and that using the space for office space didn't make a sense. He also recognized that the Airport is limited in space, and he said that the Commission was asking for staff to provide a plan to move forward.

8.C Economic Impact Study Development Update

Marketing and Communications Specialist Ingrassia and Sharon Sarmiento, PhD., Senior Vice President Economics & Forecasting with Unison Consulting provided an Economic Impact Study presentation to the Commission.

Commissioner Young asked if the methodology used to determine the economic impact varies by the region or the type of airport. Dr. Sarmiento explained that the conceptual framework is the same and that it is the implementation of the methodology that can be different from airport to airport, even if the methodology is implemented exactly. She said that the results would not be easily comparable across airports because the results are contextual, and the results are influenced by the scope of activities and the scale of the airport. She said that the makeup of the regional economy and how the businesses of the economy are interdependent is also a factor.

Commissioner Young asked if the Economic Impact Study provides insight about any specific efforts that the Airport should be making to maximize economic input of the Airport. Dr. Sarmiento explained that economic impacts are directly linked to the level of airport activity, and any initiative that will increase passenger traffic, for example, will directly increase the economic impact of the airport. She said that larger amounts of capital spending will result in a larger economic impact.

Chairman Corcoran asked what the intent was for Airport staff to initiate and publish the Economic Impact Study, and if staff was using the study to justify the \$2.2 billion that would be needed for the expansion. Executive Director of Aviation Barrett explained that there were four reasons for staff initiating and publishing the study: 1. Visit Greater Palm Springs (VGPS) will use the information from the study to determine which airlines and routes would be the best to Coachella Valley and how to market that information; 2. The information from the study is useful for infrastructure funding and policy discussions with the Federal Aviation Administration (FAA) and Customs and Border Protection (CBP); 3. The information is useful to the Coachella Valley's government representatives; and 4. The information can be used for community education and awareness.

Commissioner Voss asked if staff could provide this presentation to the Desert Hot Springs City Council, and he said that he believed that the information from the study could greatly benefit the entire Coachella Valley. Commissioner Martin referred to Table 12 in Section 5.5, implied that a third of the economic impact of the \$2.5 billion would go to the City of Palm Springs and the remaining amount goes to Coachella Valley cities or the county, and he asked if the study evaluated what the accrual would be for the \$1.8 billion from the expansion would be going forward. Dr. Sarmiento explained that a County based model was used for the study, and in the technical portion of the study and to be able to allocate the results at subcounty levels, they also used information from the regional distribution of employment and population. In terms of spending, they used a distance base model to determine how the spending would spread throughout the region. She said that she did not have the exact data at that moment and that she would circle back to Commissioner Martin's question about the housing distribution of the \$1.8 billion, once she was able locate the data.

Commissioner Banks inquired about the fluidity of the study in relation to the current political climate for matters such as the Canadians returning in the fall. Dr. Sarmiento said that seasonality does not affect the study because the study measures the economic impact of the Airport for the entire year, they did not factor in the current geopolitical climate affects because the study was based on the past activity from Fiscal Year 2024. Commissioner Banks asked if the study would be updated in the future. Dr. Sarmiento said that the contract included the initial study and two annual updates for an update in Fiscal Year 2025 and in Fiscal Year 2026, and that the study would be updated at those times. Dr. Sarmiento noted that she felt that an update in Fiscal Year 2025 would be too soon and that she recommended the first update be done in Fiscal Year 2026 so that they could measure a bigger incremental change rather than measuring a small incremental change from one year into the next. Mr. Barrett said that he agreed with Dr. Sarmiento, and he noted that the State also publishes an Economic Impact Study for all airports every three or five years.

Commissioner Wiseman referred to the information that Dr. Sarmiento had provided in regard to different regions having different kinds of multiplier effects, and he asked if there was any research on strategies that regions could use to increase their multipliers from direct spending to economic impact. Dr. Sarmiento said that there was a parallel Economic Development Planning Study that was currently being done for the City of Palm Springs, and she believed that the Economic Development Planning Study would address Commissioner Wiseman's question.

Chairman Corcoran inquired about how staff would be promoting the Economic Impact Study. Mr. Ingrassia said that a press release would be sent out that evening, in the morning, infographics would be shared through social media platforms, and it would also be promoted through the monthly newsletter.

8.D Marketing and Business Development Committee Update

Committee Chairwoman McDermott said that in regard to the Economic Impact Study, the Marketing and Business Development Committee (Committee) had uncovered there are three key themes: 1. Transparency; 2. Governance Hygiene; and 3. Community Awareness.

Committee Chairwoman McDermott said that the Committee had discussed the 1st Quarter Comment Report (Q1), and she explained that staff had collected a full year of passenger comments and that a year ago. She said that in the initial discussion there was concern because the passenger comments had increased by more than double, and the good news was that due to the work that the Marketing team had been doing to get the word out about the great things that the Airport has to offer is working to improve the passenger comments.

Committee Chairwoman McDermott said that the opportunity for the Airport was to really start to address those comments where it uncovered things that the Airport can improve. She noted that unfortunately, the year-over-year negative comments were somewhat stronger for Q1 this year, and she said that the team is actively engaging the departments and partners who could make a difference to address some of the concerns that the traveling public has expressed. Committee Chairwoman McDermott said that the Committee's sense was that the comments would get better and better as the year goes on.

Committee Chairwoman McDermott said that the Committee discussed the development of the Airport's Advertising Revenue Policy, and she said that this was the Airport's opportunity to build the scope up for the policy. She said that the Marketing team had put together a comprehensive policy for the Committee to review before it is presented to the Commission for further comments and feedback before going live with the policy.

Committee Chairwoman McDermott also reported that the Committee discussed the guidelines for free distribution of materials. She said that Marketing and Communication Specialist Ingrassia had contacted the airline community to learn about their advertising opportunities and paper policies and that additional work needed to be done to ensure that governmental hygiene is being considered for developing standardized guidelines.

Committee Chairwoman McDermott referred to transparency, and she said that the Progress PSP webpage is amazing and that Mr. Ingrassia had done a wonderful job making a micro site that details each of the different Airport Capital Improvement Projects that are currently being worked on. It provides the cost, purpose, and estimated completion date for each project. She said that before launching the site, the Committee wanted the Commission to provide their feedback to staff. Committee Chairwoman McDermott said that once the site goes live, it will be accessed through flypsp.com/progress and at URL Progress.PSP.com, and the idea of this site is to provide greater transparency.

Committee Chairwoman McDermott reported that Marketing and Communications Specialist Belauskas had presented the military webpage to the Committee, she noted that this was not a market that the Airport had traditionally targeted, and with 29 Palms being a significant military base, the idea behind having a set military webpage was to appeal to those service members and their families so that they can be aware of the discounts that are available to them.

Commissioner Hedrick inquired about the top two or three issues that passengers had problems with in the submitted passenger comments. Committee Chairwoman McDermott said that they were mostly infrastructure-based comments and that she believed that more than 20% of the negative comments were infrastructure based. Mr. Ingrassia said that there were also capacity issues which comes with having a significant number of passengers in the Airport's limited footprint. Commissioner Hedrick asked if the issues were with the bathrooms and parking which Mr. Ingrassia confirmed that it was.

Chairman Corcoran asked the Commissioners to review the military webpage and to provide their feedback. Deputy Director of Aviation, Marketing and Airside Meier said that the webpage could be accessed at flypsp.com/military. Chairman Corcoran said that the PSP Progress webpage would be sent to the Commissioners to review, and he asked the Commissioners to send their feedback or any questions to the Marketing team.

8.E Boards and Commissions Special Joint Meeting Update

Marketing and Communications Specialist Ingrassia shared the Save the Date invitation for the Special Joint Meeting of the Palm Springs City Council and the Boards, Commissions, and Committees that was being held on June 17, 2025 at the Palm Springs Convention Center, and he asked the Commissioners to RSVP by June 6th. Chairman Corcoran encouraged the Commissioners to attend.

8.F Marketing Update

Deputy Director of Aviation, Marketing and Air Service Meier presented the May 2025 Marketing Update. Marketing and Communications Specialist Ingrassia provided an update on the request from Chairman Corcoran to provide signage at the Cactus to Clouds Restaurant to give context to the name Cactus to Clouds. Mr. Ingrassia said that the name comes from a famed and storied hiking trail that is located behind the Palm Springs Art Museum and ascends up to the 10,000-foot summit of Mt. San Jacinto. Mr. Ingrassia said that a plaque with this context had been installed on that day at Cactus to Clouds.

8.G Future City Council Actions Update

Airport Administration Manager Carpenter noted that the Airport did not have any City Council actions for the May 28, 2025 City Council meeting, and she reviewed the thirteen City Council action items for the June 11, 2025 City Council meeting. Commissioner McDermott noted that this was a significant number of items that were being submitted to the City Council for approval, and she asked if this was a typical number of action items and if it's best practice to get governmental approval for each of these items, or could it be possible to internally approve some of the items.

Executive Director of Aviation Barrett said that it is typical, and usually there are more items than this. Chairman Corcoran noted that the items are typically submitted as Consent Calendar items and that the items are not openly discussed unless a City Councilmember asks to pull the item for discussion. Ms. Carpenter noted that all revenue agreements must be approved by the City Council, and expense agreements that are above the City Manager's signing authority. City Attorney Jeremy Holm noted that in the Municipal Code, there are outlined powers and duties of the Airport Director as well that provides some flexibility for certain short-term uses of property.

Chairman Corcoran asked if the item for the Southern California easement get the Airport any closer to get the electric vehicle chargers installed at the Airport. Mr. Barrett confirmed that it would and that Airport Project Manager Singh would provide more information later in the meeting.

8.H Financial Update

Airport Administration Manager Carpenter provided a high-level overview of the financial summary ending on April 30, 2025. Chairman Corcoran referred to the Airport's surplus, and he asked if the Airport should be more aggressive in trying to get some of the projects approved by the airlines, and instead of handing back \$15 million back to the airlines. Ms. Carpenter explained that it is a requirement to return half of the surplus to the airlines and that the half the Airport keeps goes into the Airport's fund balance for capital improvement projects (CIP's) and that while it is important to use the funds for CIP's, it is also important to be mindful of when the funds need to be saved to ensure the Airport can fund larger projects such as the baggage handling system (BHS).

Commissioner Hedrick inquired about the three grants that were approved for the BHS. Ms. Carpenter confirmed that there were four grants for approximately \$60 million lined up for the BHS, as long as the Airport can select a contractor, and she said that the RFP for that BHS contract was scheduled to close on May 25th. Commissioner Hedrick asked if staff were sure that the Airport would be receiving the grants. Ms. Carpenter said that staff have been in constant communication with the FAA and Transportation Security Administration (TSA) and that staff were fairly certain that the Airport would be receiving the grant funding. Commissioner Hedrick asked if there was a possibility for a claw back once the funding is received. Mr. Barrett said that the funding could not be clawed back once the grant agreements are signed, and he said that there is the possibility that Congress could claw the grant funding back before the grant agreements are signed.

8.I Employment Update

Executive Director of Aviation Barrett reported that staff had completed the Security Manager interviews and that he would be extending the offer on that day. He said that there was a handful of Maintenance positions that needed to be filled. Finding people

with the right skill sets has been the most challenging, and Assistant Airport Director Keating has been working aggressively with the manager to get people hired.

8.J Projects and Airport Capital Improvement Program Update

Airport Project Manager Singh provided a Projects and Airport Capital Improvement update for the Airport Commission. Chairman Corcoran inquired about the amount of Measure J Funds that had reserved for the Shade Structure Project. Ms. Carpenter said the amount was \$1 million. Chairman Corcoran referred to the \$2.3 million contract with M. Arthur Gensler Jr. & Associates, Inc. for the design of the restrooms and that it has been eight months has gone by, and he asked if there was any way to get the project done faster. Mr. Singh explained that staff had paired down the project to only include the Bono Concourse and the courtyard and that he was expecting a decrease in the timeframe for the design and that he would share the timeline with the Commission as soon as possible. He also explained that in regard to the timeline, the restrooms would be designed “fit well” which means they will be 100% designed before the design is submitted to the City for a permit.

Commissioner Samlaska inquired about two restrooms being down at the same time and what the impact would be on the passengers. Mr. Singh said that there will be temporary restrooms available.

Assistant Airport Director Keating reported that there was an issue with the up escalators at the Bono Concourse. He said that the railings were tearing apart and coming out and there were some bearing failures and that staff were working on getting a proposal to make the repairs, and staff have been advised that it could take three weeks to get the parts in. He said that the elevator was available, and Sierra Aviation was assisting passengers with getting their luggage up the stairs. Mr. Keating noted that staff had RS&H working on an assessment for elevator replacement options which should be completed by July.

Chairman Corcoran asked what would need to be done to move the escalator project as fast as possible, and he said that he felt that the Airport staff needed to have a more aggressive response because it is unacceptable to have the escalators on the project list with a completion date of 2027. He said that when RS&H provides their report in July, he wants to be assured that RS&H looked into the most creative and effective ways to accelerate the project. Mr. Keating said that staff agrees that this is an urgent project. Executive Director of Aviation Barrett said that staff was working as quickly and responsibly as possible to ensure that the same mistakes that were made with the current escalators aren't made again, and the escalators must be approved by the airlines. Chairman Corcoran said that he couldn't imagine that the airlines wouldn't approve the escalator project and that the City would escalate the permitting project, and he reiterated that he was asking for staff to get creative with finding ways to escalate the process in any way possible. Commissioner McDermott recommended that staff let the Commission know if any roadblocks come up that the Commission could assist with.

9. EXECUTIVE DIRECTOR REPORT

Executive Director of Aviation Barrett reported that the Airport had directed InterVISTAS Consulting to start working on formal requests to CBP for more resources which they have been actively pursuing. Airport staff have been in contact with VGPS who does a significant amount of the Airport's air service development to ask for assistance for preparing to meet with the airlines to discuss what schedules would look like in preparation of making the formal request. Staff are optimistic that staff will be able to have a meaningful discussion with the CBP director by the end of the summer, keeping in mind the uncertainty of the current political climate and the shortage of CBP officers. Staff have been reaching out to government representatives to request their support, and staff will continue requesting their support. Mr. Barrett said the facility would be contingent upon the relocation of the rental car facility and some of the other projects. He said the goal is to have a temporary Federal Inspection Station up and running by 2027 and for the FIS to be fully operational by 2028 for the Olympics.

Chairman Corcoran said that he believed that there was a requirement for the Airport to identify at least one airline that would have a route that would support the FIS, and he asked if staff had identified that airline. Mr. Barrett confirmed that staff has identified an airline that is currently at the Airport that is very interested in supporting the FIS.

Mr. Barrett reported that staff have completed an annual emergency response tabletop exercise that is required by the FAA. The exercise included airline representatives, Fire, Police and City staff. Chairman Corcoran asked if there were any big gaps in preparedness that came out in the exercise that need to be addressed as a priority. Mr. Barrett said the only gaps found were in regard to family assistance not being in place and not having redundancy in terms of mass transit should there be a mass casualty accident, and he noted that staff had been rising to the occasion to identify those types of gaps.

Mr. Barrett reported that staff had attended a kickoff meeting for Public Private Partnership (P3) feasibility to fund the North rental car site and from that meeting it had been decided that the next step would be to do more background work on the Airport's ordinances, governance structure to identify whether this was feasible or practical, and what legal considerations would come of that. There was a second meeting on Monday in which timelines were set, and there will continue to be weekly meetings. He said the hope is that by mid-August, that phase of the process will be completed, and staff will have a firm understanding of what needs to happen and move into the next phase which the value of money process, and then to make a real policy decision about pursuing a P3.

Commissioner Hedrick asked if the P3 would also include the terminal area and the additional gates. Mr. Barrett said that it wasn't the plan right now and that it could be discussed in the future. Commissioner Hedrick inquired about how the City Council and the Commission would be involved in the process. Mr. Barrett said that Daley

strategies were involved in the process and that they were a part of the working group, and they were committed to keeping the City Council and Commission informed along the way. Chairman Corcoran asked Commissioner Hedrick if he agreed with this arrangement. Commissioner Hedrick noted that it was one option, and he said that another option would be to include a couple Commissioners in the working group. Mr. Barrett agreed that this could be an option for the future, and he said, for now, the staff were leaning on the consultant to do their work.

Mr. Barrett reported that the Board of Directors of the Southwest Chapter of the American Association of Airport Executives (SWAAE) have decided to hold their next annual conference to Palm Springs in the summer of next year, and the conference normally draws about 400 participants, and there is the possibility that they could also hold their winter conference in Palm Springs as well. Chairman Corcoran requested that staff encourage SWAAE to hold an event at the Plaza Theater.

Commissioner Martin referred to a comment that Mr. Barrett made about trying to get as many projects funded by the P3 as possible, and he asked for the rationale behind that statement. Mr. Barrett said that it would speed up the process for those projects.

10. COMMISSIONERS REQUESTS AND REPORTS:

Commissioner Caldwell inquired about the vehicles parked at the red curb in the public parking lot, and he asked if they received parking tickets. Mr. Barrett said that the vehicles are not ticketed at this time because there is the possibility that the driver was instructed by a parking attendant to park at the red curb because of the capacity of the parking lot at that time.

11. REPORT OF COUNCIL ACTIONS:

11.A Past City Council Actions

12. RECEIVE AND FILE:

12.A Airline Activity Report April 2025

12.B Airline Activity Report Fiscal Year Comparison

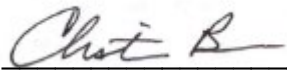
13. COMMITTEES:

13.A Future Committee Meetings

13.B Committee's Roster

ADJOURNMENT:

The Airport Commission adjourned at 5:48 P.M. to a Regular Meeting on June 18, 2025, at 4:00 P.M.

A handwritten signature in dark ink, appearing to read "Christ B", written over a horizontal line.

Christina Brown
Executive Program Administrator

Palm Springs International Airport

Lobby Space

Date: 06/20/2025

ITEM 9.A
FUSE

Vision & Goals

Vision:

To transform an underutilized PSP lobby space into a branded lounge and welcome area that enhances the passenger experience and drives new revenue

Goals:

- Provide a comfortable amenity-rich waiting space for visitors
- Introduce a new non-aeronautical revenue stream
- Reinforce PSP's sense of place and regional identity
- Create a unique space that captures the essence of the Coachella Valley
- Identify the lead sponsors who represent the locals community and are willing to collaborate

Lobby Space Design & Amenities

- Comfortable seating
- Charging stations
- Flight Information Display (FID)
- Video board with Palm Springs events & attractions
- Advertising displays for local/regional brands
- Palm Springs-inspired design and aesthetic
- Digital Kiosk to purchase event tickets or review tourism opportunities
- Opportunity for Activations

THE DESERT ARRIVAL CLUB

Mileage		
MI	TO	PL CARL
11	10/10/10	1/10/10
12	10/10/10	1/10/10
13	10/10/10	1/10/10
14	10/10/10	1/10/10
15	10/10/10	1/10/10
16	10/10/10	1/10/10
17	10/10/10	1/10/10
18	10/10/10	1/10/10

PSP
PALM SPRINGS



FUSE

PALM SPRINGS SURF CLUB

ВРЕМЯ	КОНЦЕРТ	АДРЕС
18.00	Симфонический оркестр	Зал
19.00	Джаз-трио	Бар
20.00	Рок-группа	Сцена
21.00	Балет	Зал
22.00	Концерт	Зал
23.00	Симфонический оркестр	Зал
24.00	Джаз-трио	Бар
25.00	Рок-группа	Сцена
26.00	Балет	Зал
27.00	Концерт	Зал



EXAMPLE ONLY of Sponsored Space.

For presentation purposes only.

FUSE

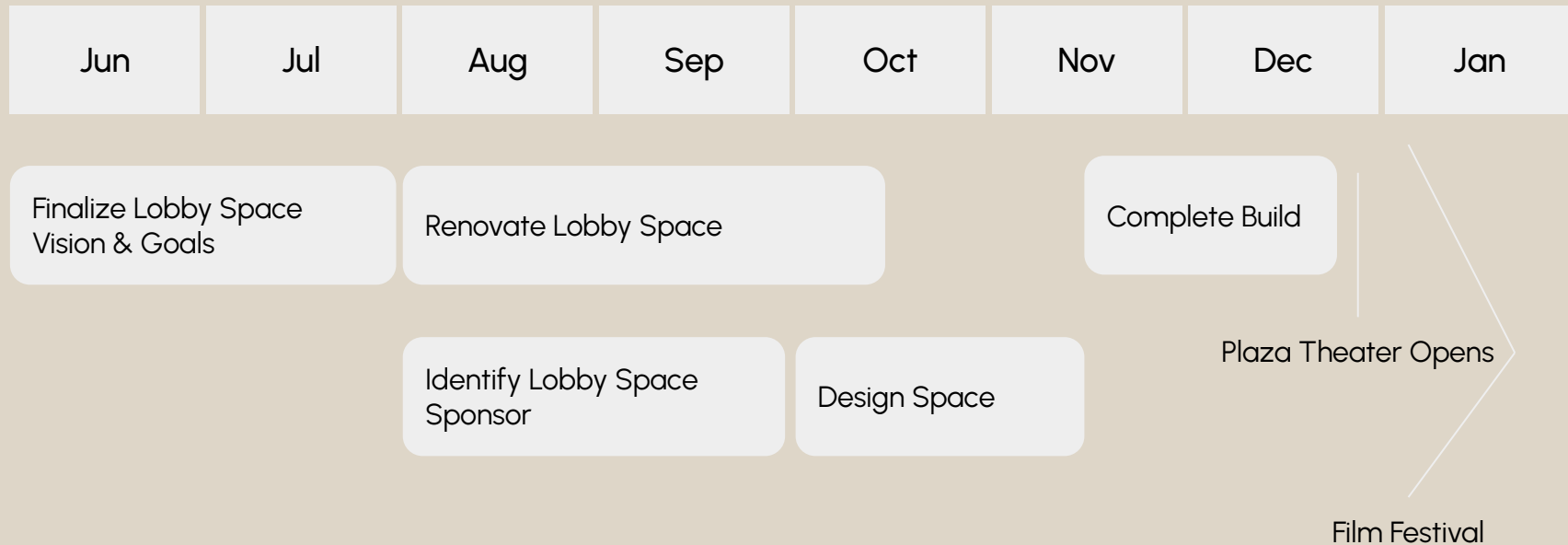
Financial Projections

PSP Lobby Space Revenue Projections		
Revenue Streams	Monthly Revenue	Annual Gross Revenue
Sponsorship	\$6,000.00	\$72,000.00
Advertising	\$6,000.00	\$72,000.00
Activations	\$2,500.00	\$20,000.00
Total	\$14,500.00	\$164,000.00
Airport Annual Net Revenue*		\$93,480.00

*This is a projection. We anticipate year one to be a transition year. We project meeting this benchmark by years two or three of the lobby space's roll out.

FUSE

Timeline



FUSE



A Department of the City of Palm Springs

Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Suite 1
Palm Springs, CA 92262-6966
flypsp.com
T: (760) 318-3800

July 17, 2025

Scott Jacobson
Fuse Connect, LLC
6219 Rocking Horse Way
Orange, CA 92869

RE: Airport Display Advertising Concession Extension Letter One for Agreement No. 23P069

Dear Scott,

Per Article 2 of the Airport Display Advertising Concession Agreement No. 23P069, as amended, at the Palm Springs International Airport with Fuse Connect LLC, the City of Palm Springs has exercised Extension Option 1 commencing on July 1, 2026 through June 30, 2027.

Should you have any questions please don't hesitate to contact Lowell Valencia-Miller at 760-318-3837 or via email at Lowell.Valencia-Miller@palmspringsca.gov.

We appreciate the service provided by your firm and look forward to the continued partnership. Please sign acknowledging approval of this extension.

SIGNATURE PAGE TO FOLLOW



A Department of the City of Palm Springs

Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Suite 1
Palm Springs, CA 92262-6966
flypsp.com
T: (760) 318-3800

SIGNATURE PAGE

CITY OF PALM SPRINGS

FUSE CONNECT, LLC

APPROVED BY:

APPROVED BY:

Harry Barret Jr., A.A.E.
Executive Director of Aviation

Signature

Name

Title



A Department of the City of Palm Springs

Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Suite 1
Palm Springs, CA 92262-6966
flypsp.com
T: (760) 318-3800

July 17, 2025

Scott Jacobson
Fuse Connect, LLC
6219 Rocking Horse Way
Orange, CA 92869

RE: Airport Display Advertising Concession Extension Letter Two for Agreement No. 23P069

Dear Scott,

Per Article 2 of the Airport Display Advertising Concession Agreement No. 23P069, as amended, at the Palm Springs International Airport with Fuse Connect LLC, the City of Palm Springs has exercised Extension Option 2 commencing on July 1, 2027 through June 30, 2028.

Should you have any questions please don't hesitate to contact Lowell Valencia-Miller at 760-318-3837 or via email at Lowell.Valencia-Miller@palmspringsca.gov.

We appreciate the service provided by your firm and look forward to the continued partnership. Please sign acknowledging approval of this extension.

SIGNATURE PAGE TO FOLLOW



A Department of the City of Palm Springs

Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Suite 1
Palm Springs, CA 92262-6966
flypsp.com
T: (760) 318-3800

SIGNATURE PAGE

CITY OF PALM SPRINGS

FUSE CONNECT, LLC

APPROVED BY:

APPROVED BY:

Harry Barret Jr., A.A.E.
Executive Director of Aviation

Signature

Name

Title



AIRPORT COMMISSION STAFF REPORT

DATE: July 16, 2025

SUBJECT: APPROVE CONTRACT SERVICES AGREEMENT NO. 25P214 WITH GROUP CREATIVE SERVICES LLC FOR ART CURATOR CONSULTING SERVICES

FROM: Harry Barrett Jr., Executive Director of Aviation

BY: Department of Aviation

SUMMARY:

This action will recommend to the City Council the approval of Contract Services Agreement No. 25P214 with Group Creative Services LLC (Group Creative) in an amount not to exceed \$425,000 for Art Curator Consulting Services for Palm Springs International Airport (Airport).

RECOMMENDATION:

This action will recommend to the City Council the approval of Contract Services Agreement No. 25P214 (**Attachment A**) with Group Creative Services LLC for Art Curator Consulting Services for the Palm Springs International Airport in an amount not to exceed \$425,000 for the three-year term beginning July 22, 2025 through July 21, 2028.

BACKGROUND:

The City's Art Program is vital to the cultural and economic interests of the community. On January 23, 2025, the City Council of the City of Palm Springs adopted an Art Program Policy for the Palm Springs International Airport. The Art Program Policy governs how art is selected, procured, maintained, funded, and staged or rotated at the Airport. Art installations at the Airport are subject to a number of considerations including operational and space constraints, security implications, funding sources, and appropriateness for the traveling public from all backgrounds that use the Airport facilities.

To adhere to the structured programmatic approach of the Airport's Art Program Policy and ensure the continued cultural enrichment of the City, the Airport staff has determined that utilizing the services of an Art Curator Consultant is necessary to oversee and enhance the Airport's Art Program. This aligns with the mission to provide a unique and welcoming atmosphere that reflects the Palm Springs region's artistic heritage, cultural diversity, and aesthetic appeal.

The Airport Art Program Policy also establishes goals and objectives which includes the makeup of an Art Review Working Group which consists of the Executive Director of Aviation or designee, two Public Arts Commission Members or alternatives, two Airport Commission Members or alternatives, and the Airport Art Curator who will serve as a non-voting advisor. The Art Review Working Group will establish a selection process and criteria for art installations and will address the term, maintenance and conservation and community engagement interests for the art program.

STAFF ANALYSIS:

The Aviation Department worked with the Procurement and Contracting Department to issue a Request for Proposals (RFP) to find a contractor for the needed services. The RFP was advertised in the local newspaper and published on the PlanetBids website. Seven proposals were received by the deadline of May 15, 2025 as follows:

- Elizabeth Armstrong – Palm Springs, California
- Group Creative Services LLC – Des Moines, Iowa
- Public Art Company – Los Angeles, California
- The Art Collective LLC
- Turning Art – Boston, Massachusetts
- ZDL Projects – Miami Beach, Florida

The evaluation team made up of City staff from the Aviation Department, an Art Curator from San Diego International Airport, a Public Arts Commissioner, and two non-voting Airport Commissioners evaluated the proposals received against published criteria that included the firms experience, the staff experience, the understanding of the scope of work, local preference, price, and interviews.

Group Creative Services LLC was ranked the highest by the evaluation team and is being recommended for award of the contract.

ALIGNMENT WITH STRATEGIC PLANNING:

Approval of this action supports the City of Palm Springs' 2023/25 Strategic Plan Major Themes/Principles to optimize basic services and facilities, and it also supports the Airport's 2025-2029 Strategic Plan's Strategic Priorities for infrastructure.

FISCAL IMPACT:

\$175,000 is budgeted in Fiscal Year 2025-26 in the Department of Aviation, Administration Contractual Services and \$200,000 is budgeted in Fiscal Year 2026-27 in the Department of Aviation, Administration Contractual Services, and the remaining amount for Fiscal Year 2027-2028 will be budgeted in future fiscal years.

ATTACHMENTS:

- A. Contract Services Agreement No. 25P214



ATTACHMENT "A"

CONTRACT SERVICES AGREEMENT 25P214 ART CURATOR CONSULTING SERVICES FOR PALM SPRINGS INTERNATIONAL AIRPORT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into on 22 day of July 2025, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and Group Creative Services, LLC, a Iowa limited liability company, ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

- A. City requires the services of a consultant, for art curating services for Palm Springs International Airport, ("Project").
- B. Contractor has submitted to City a proposal to provide Art Curator Consulting Services, under the terms of this Agreement.
- C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.
- D. City desires to retain Contractor to provide such contract services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work"), which is attached and incorporated herein by this reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and contract services and that Contractor is experienced in performing the Work contemplated and, in light of such status and experience, Contractor covenants that it shall perform the the Work in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by high quality, experienced, and well qualified members of the profession currently practicing under similar conditions.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Contractor's signed, original proposal submitted to the City ("Contractor's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Contractor's Schedule of Compensation, which is attached as Exhibits "B" is incorporated herein by this reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Contractor's Proposal shall be binding on the Parties. Should any conflict or

inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal; (3rd) the terms of this Agreement; and, (4th) the provisions of the Contractor's Proposal.

1.3 Compliance with Law. Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement.

1.4 Licenses, Permits, Fees, and Assessments. Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "B" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of **four hundred twenty five thousand dollars (\$425,000.00)** ("Maximum Contract Amount"), except as may be provided under Section 2.3. The method of compensation shall be as set forth in Exhibit "B." The method of compensation shall be as set forth in Exhibit "B." Compensation for necessary expenditures must be approved in advance by the Contract Officer designated under Section 4.2. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "B"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Term. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of 3 years, commencing on July 22, 2025, and ending on July 21, 2028, unless extended by mutual written agreement of the Parties. However, the term shall not exceed five years from the Effective Date, except as otherwise provided in the Schedule of Performance described in Section 3.4 below.

3.2 Termination Prior to Expiration of Term. The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all Services except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer after such notice. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Work. Contractor may not terminate this Agreement except for cause, upon thirty (30) days written notice to City.

3.3 Schedule of Performance. Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.4 Force Majeure. The time for performance of Services to be rendered under this Agreement may be extended because of any delays due to a Force Majeure Event, if Contractor notifies the Contract Officer within ten (10) days of the commencement of the Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Contractor's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in

the issuance of permits or approvals by governmental authorities that are required for the Work); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority. After Contractor notification, the Contract Officer shall investigate the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if, in the Contract Officer's judgment, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. The Contractor will not receive an adjustment to the contract price or any other compensation. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Teva Dawson. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Contractor shall not contract with any other individual or entity to perform any Services required under this Agreement without the City's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Subcontracts, if any, shall contain a provisions making them subject to all provisions stipulated in this Agreement including without limitation the insurance and indemnification requirements. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

4.4 Independent Contractor. The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for contract fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

4.5 California Labor Code Requirements.

A. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

B. If the Services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described herein. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **Errors and Omissions Insurance.** Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any contract liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification under (a), Contractor shall procure from the contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a “claims made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an “occurrence” basis,

the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

A. For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

B. Any failure to comply with reporting or other provisions of the policies,

including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

C. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

D. No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

E. Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

F. Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

G. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.

H. Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

I. Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

J. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.

K. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

L. Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

A. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

B. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

C. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, for any violation of any federal, state, or local law or ordinance or in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance of Services or this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the Indemnified Parties. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

6.2 Design Contract Services Indemnification and Reimbursement.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of the Services or this Agreement, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the

Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair

language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Contractor. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.2.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3(A), take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to

obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contractor acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to enter this Agreement, and in executing this Agreement, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Contractor is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

10. MISCELLANEOUS PROVISIONS

[*INSERT SECTION 10.1 WHEN AGREEMENT IS FOR EXTENSIVE USE OF MATERIALS, SOFTWARE, PROGRAMS OR OTHER WORK PRODUCT PREPARED BY CONSULTANT; OTHERWISE DELETE LANGUAGE IN SECTION 10.1 AND INSERT PHRASE "INTENTIONALLY OMMITTED***]**

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

- A. It is agreed that Contractor shall defend at its expense any claim or suit

against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Contractor:

Attention: Teva Dawson
Group Creative Services, LLC
1424 48th Street
Des Moines, IA 50311
Telephone: (515) 244-8590

10.3 Integrated Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement signed by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

10.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

10.10 Compliance with Economic Sanctions in Response to Russia's Actions in Ukraine. When funding for the services is provided, in whole or in part, by an agency controlled of the State of California, Consultant shall fully and adequately comply with California Executive Order N-6-22 ("Russian Sanctions Program"). As part of this compliance process, Consultant shall also certify compliance with the Russian Sanctions Program by completing the form located in Exhibit "C" (Russian Sanctions Certification), attached hereto and incorporated herein by reference. Consultant shall also require any subconsultants to comply with the Russian Sanctions Program and certify compliance pursuant to this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF PALM SPRINGS AND GROUP CREATIVE SERVICES, LLC**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

CONTRACTOR:

By: _____
Signature

By: _____
Signature
(2nd signature required for Corporation)

Date: _____

Date: _____

CITY OF PALM SPRINGS:

APPROVED BY CITY COUNCIL:

Date: _____ Item No. _____ Agreement No. _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

APPROVED:

By: _____ Date: _____
City Manager – over \$150,000
Deputy/Assistant City Manager – up to \$50,000
Director – up to \$25,000
Manager – up to \$5,000

EXHIBIT "A"

SCOPE OF SERVICES

- A. The Contractor shall curate and cause to be installed diverse, engaging and accessible art collections that reflect Palm Springs' identity and appeal to broad audience by;
 - 1. Manage, maintain and develop Palm Springs International Airport's current art portfolio including indoor and outdoor spaces.
 - 2. Support Palm Springs airport's mission by fostering a sense of place and community through the visual arts.
 - 3. Develop connections with local, regional, and national artists and cultural institutions to ensure the art program remains dynamic and relevant.
- B. Program development and curation:
 - 1. Develop a multi-year art plan that aligns with the Airport's brand and cultural initiatives.
 - 2. Research, recommend, and curate art pieces and installations that reflect the diversity, heritage, and innovation of Palm Springs and its surroundings.
 - 3. Identify, evaluate, and contract local, national, and international artists to feature in the airport's art program.
 - 4. Curate temporary and rotating exhibits to keep the art program engaging for frequent travelers.
 - 5. Understand and navigate the distinction between murals and other art forms as defined by City Municipal Code Chapter 5.81.
 - 6. Ensure compliance with different approval processes based on funding sources (Airport O&M vs. Public Arts Fund).
 - 7. Consider environmental factors specific to Palm Springs in artwork selection.
- C. Art installation and coordination:
 - 1. Oversee the installation of artwork in coordination with Airport Operations to minimize disruptions.
 - 2. Ensure all installations meet safety, security, and accessibility standards.
 - 3. Create a detailed installation plan, timeline, and budget to ensure efficient and secure placements of art pieces.
 - 4. Coordinate with external vendors for specialty installation needs when required.
 - 5. Ensure installations meet specific environmental requirements:
 - a. Temperature resistance (up to 140°F/60°C)
 - b. Wind resistance is appropriate for Airport environment, more details could be obtained at Palm Springs building code for specific locations in the City.
 - c. Proper seismic compliance
 - d. Appropriate fastening systems

6. Navigate different approval processes depending on the funding source and art type.
 7. Coordinate with the Planning Department when required for specific installations.
- D. Community engagement and partnerships:
1. Develop partnerships with local artists, galleries, cultural organizations, and educational institutions to foster a sense of community.
 2. Organize events, tours, or interactive programs that promote engagement with the art installations.
 3. Facilitate artist talks, workshops, and special events to connect artists and travelers.
 4. Work with both the Airport Commission and Public Arts Commission for appropriate approvals.
 5. Understand and navigate City's public art ordinances and requirements.
 6. Coordinate with appropriate city departments for various types of installations.
- E. Maintenance and conservation:
1. Develop a maintenance schedule for permanent and rotating art pieces, coordinating with the Airport facilities team to ensure that the artwork is preserved.
 2. Conduct regular inspections and manage necessary repairs, cleaning, and conservation efforts Overall program success.
 3. Document artwork conditions, update inventories, and oversee proper handling during installation and deinstallation.
- F. Budget management and reporting:
1. Develop, track, and manage the Art Program budget, including all aspects of acquisition, installation, maintenance, and program operations.
 2. Provide quarterly reports on program status, budget use, and upcoming initiatives to Airport management.
 3. Assist in sourcing grants, sponsorships, or other funding to support the Art Program.
 4. Navigate multiple funding sources allocated for the Airport Art Policy including;
 - a. Airport O&M funds
 - b. Public Art Fund
 - c. One Percent for Art Program
 - d. Track separate approval processes and timelines based on funding source
- G. Marketing and Public Relations support:
1. Collaborate with PSP's marketing team to promote exhibitions through social media, press releases, and in-airport signage.
 2. Develop educational materials (e.g., signage, brochures, digital content) to provide travelers with information about the artwork, artists, and exhibitions.
 3. Support the development of a digital or interactive map or guide of the Airport's art collection.

H. Deliverables:

1. Multi-year art program plan: A documented vision for PSP's Art Program, including goals, proposed exhibitions, and budget estimates.
2. Quarterly Progress Report: Updates on Art Program activities, budget, and future plans.
3. Installation Plans and Documentation: Detailed installation and maintenance plans for each artwork.
4. Annual Budget Report: Comprehensive report detailing expenditures, funding sources, and projections.

Schedule:

Work under this contract will commence on issuance of notice to proceed and all work will continue for the three-year term of the contract with an option to renew based on performance and mutual agreement.

Compensation:

Work will be compensated on a Lump Sum basis. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor may request monthly payments based on the percentage of work completed for the previous month if a detailed progress report is provided to support the amount requested. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

ATTACHMENT "G"

COST PROPOSAL


REQUEST FOR PROPOSAL (RFP 04-25)

**ART CURATOR CONSULTING SERVICES FOR
PALM SPRINGS INTERNATIONAL AIRPORT**

**THIS FORM MUST BE COMPLETED AND SUBMITTED IN SEPARATE ELECTRONIC FILE
#2 "Cost Proposal", NOT with Electronic File #1, Technical/Work Proposal*)**

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	TOTAL
1	Art Curator Consulting Services	1	Lump Sum	\$425,000

Firm Name: Group Creative Services

Signature of Authorized Person: 

Printed Name: Teva Dawson

Title: Owner

Date: 5-15-25


EXHIBIT "C"

EXECUTIVE ORDER N-6-22 CERTIFICATION REQUESTS FOR PROPOSALS (RFP 04-25) ART CURATOR CONSULTING SERVICES FOR PALM SPRINGS INTERNATIONAL AIRPORT

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the City of Palm Springs funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the City of Palm Springs with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature: 

Printed Name: Teva Dawson

Title: Owner

Firm Name: Group Creative Services

Date: 5-15-25

EXHIBIT “D”

FEDERAL AVIATION ADMINISTRATION – FEDERAL PROVISIONS

Provision Reference	Provision Description	Page No.
FAA - 01	Access to Records and Reports	2
FAA - 02	Affirmative Action Requirement *	3
FAA – 03	Breach of Contract Terms	5
FAA – 04	Buy American Preference *	6
FAA – 05	Civil Rights General	7
FAA – 06	Civil Rights – Title VI Assurances *	8
FAA – 07	Clean Air and Water Pollution Control	11
FAA – 08	Contract Work Hours and Safety Standards Act Requirements	12
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FAA – 11	Debarment and Suspension *	22
FAA – 12	Disadvantaged Business Enterprise *	23
FAA – 13	Distracted Driving	25
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FAA – 15	Drug Free Workplace Requirements (not applicable to Contractors)	27
FAA – 16	Equal Employment Opportunity	28
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FAA – 18	Lobbying and Influencing Federal Employees	37
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FAA – 25	Termination of Contract	44

FAA – 26	Trade Restriction Certification (Foreign) *	45
FAA – 27	Veteran's Preference	47
FAA – 28	Domestic Preferences for Procurements *	48

*Solicitation Clause also

FAA - 01Access to Records and Reports

APPLICABILITY – pertains to all contracts.

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

Reference: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

FAA - 02Affirmative Action Requirement

Not applicable.

APPLICABILITY – required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

REQUIREMENT -

See Section 4.5 of the Agreement.

Reference: 2 CFR § 200 Appendix II(A)

APPLICABILITY – required for contracts defined as follows:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

REQUIREMENT -

The Contractor certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Reference: Title 49 USC § 50101

APPLICABILITY – required for all contracts regardless of funding source.

REQUIREMENT -

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

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

Reference: 49 USC § 47123

APPLICABILITY – required for all contracts.

REQUIREMENT -

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Reference: 49 USC § 47123, FAA Order 1400.11

FAA – 07 Clean Air/Water Pollution Control

APPLICABILITY – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

REQUIREMENT -

If the Agreement exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Reference: 2 CFR § 200, Appendix II(G); 42 USC § 7401; 33 USC § 1251

FAA – 08 Contract Work Hours and Safety Standards

APPLICABILITY – This provision is required for contracts as follows:

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 USC §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Reference: 2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

APPLICABILITY -

The Copeland (Anti-Kickback) Act (18 USC § 874 and 40 USC § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The City must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

REQUIREMENT -

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the City, a weekly statement on the wages paid to each employee performing on covered work during the prior week. City must report any violations of the Act to the Federal Aviation Administration.

Reference: 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

FAA – 10 Davis Bacon Requirements

APPLICABILITY -

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction –all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles).

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The City must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects – Fencing projects that exceed \$2,000 must include this provision.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not

less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the

proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, City, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-

Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, the City, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, the City, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, City, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the City, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, the City, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality

other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

Reference: 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

FAA – 11 Debarment and Suspension

APPLICABILITY - This requirement applies to covered transactions, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

REQUIREMENT -

A11.3.1 Bidder or Offeror Certification

By submitting a bid/proposal under the solicitation for this contract, the Contractor must have certified that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Reference: 2 CFR part 180 (Subpart B), 2 CFR part 200 Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5; Executive Orders 12549 and 12689

FAA – 12 Disadvantaged Business Enterprise

APPLICABILITY – all contracts with Airports that have a DBE program on file with the FAA.

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

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

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [10 days] days from the receipt of each payment the prime contractor receives from [the City]. The prime contractor agrees further to return retainage payments to each subcontractor within [30 days] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [City]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The prime Contractor must not terminate a DBE subcontractor listed in response to the solicitation (or an approved substitute DBE firm) without prior written consent of the City. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

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

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

Reference: 49 CFR part 26

FAA – 13 Distracted Driving

APPLICABILITY - contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

REQUIREMENT -

TEXTING WHEN DRIVING

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

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

Reference: Executive Order 13513, DOT Order 3902.10

**FAA – 14 Prohibition on Certain Telecommunications and Video Surveillance
Services and Equipment**

APPLICABILITY - all AIP funded contracts and lower-tier contracts.

REQUIREMENT -

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

Reference: 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

FAA – 15 Drug Free Workplace Requirements

APPLICABILITY - This provision applies to all AIP funded projects, but not to the contracts between the City and a contractor, subcontractors, suppliers, or subgrantees.

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Reference: 49 CFR part 32, Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

FAA – 16 Equal Employment Opportunity

APPLICABILITY – The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally-assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause applies to any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – all construction contracts and subcontracts as required above.

Equipment – all equipment contracts as required above that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – all professional service agreements as required above.

Property – all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

REQUIREMENT -

A16.3.1 EEO Contract Clause

During the performance of this contract, the Contractor agrees as follows:

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

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment

and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reference: 2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

FAA – 17 Federal Fair Labor Standards Act

APPLICABILITY – Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the agreement with a professional services firm must include the FLSA provision.

REQUIREMENT -

The provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), are incorporated by reference with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

Reference: 29 USC § 201, et seq; 29 CFR § 200.430

FAA – 18 Lobbying and Influencing Federal Employees

APPLICABILITY- all contracts exceeding \$100,000.

REQUIREMENT -

Consultants and contractors that apply or bid for an award of \$100,000 or more must have certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

For an award over \$100,00, the bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 4.

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

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(I), 49 CFR part 20, Appendix A

FAA – 19 Prohibition of Segregated Facilities

APPLICABILITY - The Contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – any contract containing the Equal Employment Opportunity clause of 41 CFR § 60-1.4. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include demolition of structures or installation of boundary fencing.

REQUIREMENT –

a. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

b. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or

oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Reference: 2 CFR Part 200, Appendix II (C); 41 CFR Part 60-1

FAA – 20 Occupational Safety and Health Act

APPLICABILITY – Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

REQUIREMENT -

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

Reference: 29 CFR part 1910

FAA – 21 Procurement of Recovered Materials

APPLICABILITY – Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – all construction and equipment projects.

Professional Services and Property – if the agreement includes procurement of a product that exceeds \$10,000.

REQUIREMENT -

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

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

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

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

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

Reference: 2 CFR § 200.323, 2 CFR Part 200, Appendix II (J); 40 CFR part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act)

FAA – 22 Rights to Inventions

APPLICABILITY – Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of experimental, developmental, or research work. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes experimental, developmental, or research work.

REQUIREMENT -

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the City in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

Reference: 2 CFR § 200, Appendix II(F), 37 CFR 401

FAA - 23 Seismic Safety

APPLICABILITY – Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

REQUIREMENT -

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

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

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake

Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

Reference: 49 CFR Part 41

FAA – 24 Tax Delinquency and Felony Conviction

APPLICABILITY – This provision applies to all contracts funded in whole or part with AIP.

REQUIREMENT -

The Contractor must have certified under the procurement process that resulted in the award of this contract that:

- Contractor has not been convicted of a Federal felony within the last 24 months; or
- Contractor does not have any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Reference: Sections 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

FAA – 25 Termination of Contract

APPLICABILITY – All contracts and subcontracts in excess of \$10,000.

REQUIREMENT -

See Section 3.2 of the Agreement.

Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

FAA – 26 Foreign Trade Restriction

APPLICABILITY – all AIP funded projects.

REQUIREMENT -

TRADE RESTRICTION CERTIFICATION

By accepting this contract the Contractor certifies the following statements are true –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

Reference: 49 USC § 50104, 49 CFR part 30

FAA – 27 Veteran's Preference

APPLICABILITY – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

REQUIREMENT -

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Reference: 49 USC § 47112(c)

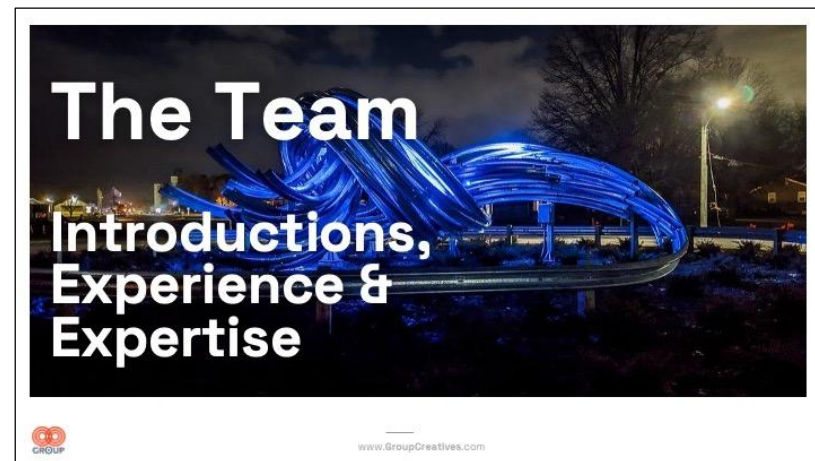


TEVA

Thank you for inviting us to present today. We're excited to explore creative possibilities with you as the airport enters into an era of major transformation.


We recognize this pivotal moment for a key gateway in the region . Your needs go beyond art curation: the next three years will need to thoughtfully set the stage for many years of artistic integration into airport design, policy, program development, construction and well beyond.

As a public art consultancy, Group Creative Services is ready and experienced to support the work ahead.




TEVA

From neighborhood programs to international exhibitions, we've activated artists to maximize the economic, cultural and community benefits of public investments. Our work includes planning and art curation for cities and other public jurisdictions.




Teva Dawson
Project Manager & Founder,
Group Creative Services

Expertise: Public Art Planning
& Installation; Governmental
Policy & Processes




Ryan Hanser
Marketing, Group Creative
Services

Expertise:
Marketing & Public
Engagement



Alex Braidwood
Artistic Advisor, Group
Creative Services


Expertise:
Artist Management; Artistic
Strategy



GROUP



www.GroupCreatives.com

{quick introductions}




Jonathan deLima
Art Curation & Maintenance

Expertise:
Public Art Development; Art
Collection Management and
Curation; Airport Art Oversight


Molly Wood & Sara Peschel,
Groundworks
Landscape Architects

Expertise:
Designing environments to
create a sense of community
and belonging



Karl Wilt
Financial Oversight,
Crossword Advisors

Expertise:
Financial Record Keeping



GROUP

www.GroupCreatives.com

{quick introductions}

Experience - Group Creative Services Projects

Planning

**Topeka
Arts & Culture Plan and
Art Integration**



www.GroupCreatives.com

TEVA

We have three main areas of work -

Planning

Our art and culture plans are much more than "place art here" - we create a multi-year roadmap using the power of artists to advance larger civic goals and build public art practices into municipal processes.

Our plans bring new attention to community character, raise the voices of residents, and honor contemporary heritage while envisioning new possibilities for a community or place. This can take the form of sculptural installations, performance and sound art, artistic lighting, and much more.

Experience - Group Creative Services Projects

Programming

**Community Engagement
Des Moines Art Week
Big Head Parade**



www.GroupCreatives.com

TEVA

Transforming the roles for artists, thus transforming communities requires a programmatic layer beyond installations. We facilitate artist in residency programs, advance socially engaged art, host artist talks and create resident level programs to engage citizens in co-creating more wonder in their communities.

Experience - Group Creative Services Projects

Curation

**Waterworks Park
River Constellation**



www.GroupCreatives.com

TEVA

Art Curation

Whether temporary or permanent, public parks or building lobbies, we complete art installation that meet client vision, deadlines and budgets. We do not represent specific artists, rather we draw on our network of local, national and international artists to find those who are exactly the right fit for the need, and then manage the project through completion.

Scope



www.GroupCreatives.com

TEVA

Airports can be a place of civic pride - even during construction!

We understand you want a curator to facilitate diverse, engaging and accessible art collections that reflect Palm Springs' identity and appeal to broad audience.

We will manage, maintain and expand the airports art portfolio through connections to local, regional, and national artists and cultural institutions to ensure the art program remains dynamic and relevant.

Through the arts, the airport will foster a strong sense of place for those that live there, work there and travel there.



Alex

Group will:

1. Identify, evaluate, and contract local, national, and international artists to feature in the airport's art program.
2. Curate temporary and rotating exhibits to keep the art program engaging for frequent travelers.
3. Understand and navigate the distinction between murals and other art forms as defined by City Municipal Code Chapter 5.81.
4. Ensure compliance with different approval processes based on funding sources (Airport O&M vs. Public Arts Fund).

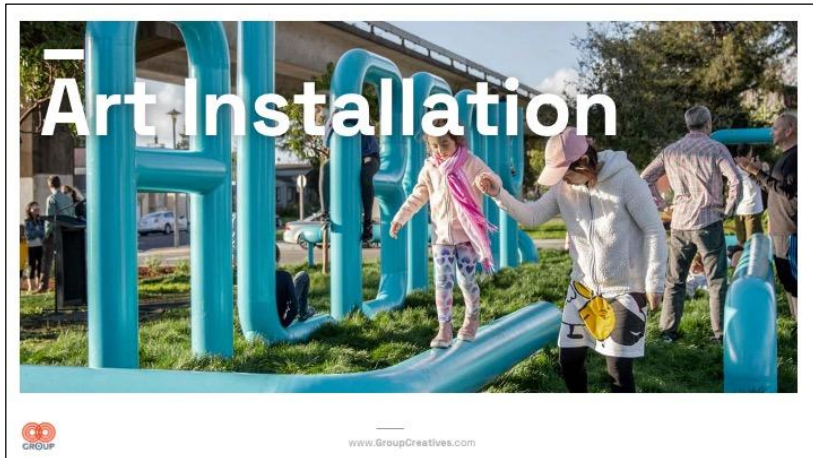


Alex

Maintenance and conservation is crucial to the long term success of artist engagements.

Group can

1. Develop a maintenance schedule for permanent and rotating art pieces, coordinating with the Airport facilities team to ensure that the artwork is preserved.
2. Conduct regular inspections and manage necessary repairs, cleaning, and conservation efforts Overall program success.
3. Document artwork conditions, update inventories, and oversee proper handling during installation and deinstallation.



GROUNDWORKS

Art installation and coordination:

1. Oversee the installation of artwork in coordination with Airport Operations to minimize disruptions.
2. Ensure all installations meet safety, security, and accessibility standards.
3. Create a detailed installation plan, timeline, and budget to ensure efficient and secure placements of art pieces.
4. Coordinate with external vendors for specialty installation needs when required.
5. Ensure installations meet specific environmental requirements:
 1. Temperature resistance (up to 140°F/60°C)
 2. Wind resistance is appropriate for Airport environment, more details could be obtained at Palm Springs building code for specific locations in the City.
 3. Proper seismic compliance
 4. Appropriate fastening systems
6. Navigate different approval processes depending on the funding source and art type.
7. Coordinate with the Planning Department when required for specific installations.



Ryan

This is building a multi-year plan that celebrates Palm Springs for sustained engagement, aligned with Airport Public Art Policy adopted in January.

Important / early venue for community engagement:

1. Addressing program during years of construction
2. Establishing desired future
3. Dialogue with stakeholders – artists, community, visitors – to deliver program
 - a. Note: airport staff are important to program development



RYAN

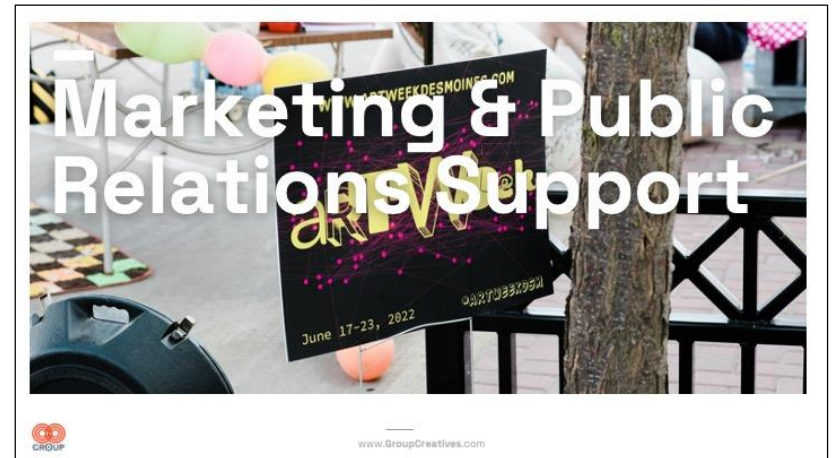
Our community-based projects are built on a responsive process that looks for creative and vitalizing ways to match transformative art experiences with community interests, histories, and cultures.

Advance a remarkable place together:

Community engagement as the foundation for earning attention
– identifying opportunities to advance placemaking, deepen understanding, reflect culture

Community engagement and partnerships:

1. Develop partnerships with local artists, galleries, cultural organizations, and educational institutions to foster a sense of community.
2. Organize events, tours, or interactive programs that promote engagement with the art installations.
3. Facilitate artist talks, workshops, and special events to connect artists and travelers.
4. Work with both the Airport Commission and Public Arts Commission for appropriate approvals.
5. Understand and navigate City's public art ordinances and requirements.
6. Coordinate with appropriate city departments for various types of installations.



Ryan

Build a remarkable place //

1. Marketing and PR role = amplifying remarkable experiences
2. Collaboration with Airport team to deliver strategy and meet requested support objectives
3. Tactical excellence to exceed expectations

This work reinforces "the glow" of placemaking.

Marketing and Public Relations support:

1. Collaborate with PSP's marketing team to promote exhibitions through social media, press releases, and in-airport signage.
2. Develop educational materials (e.g., signage, brochures, digital content) to provide travelers with information about the artwork, artists, and exhibitions.
3. Support the development of a digital or interactive map or guide of the Airport's art



Teva

Budget management and reporting:

1. *Develop, track, and manage the Art Program budget, including all aspects of acquisition, installation, maintenance, and program operations.*
2. *Provide quarterly reports on program status, budget use, and upcoming initiatives to Airport management.*
3. *Assist in sourcing grants, sponsorships, or other funding to support the Art Program.*

Very common for grant proposals to include financial information, so we are often helping here

We routinely create special tracking for different business and reporting needs.

Navigate multiple funding sources allocated for the Airport Art Policy including:

1. *Airport O&M funds*
2. *Public Art Fund*
3. *One Percent for Art Program*

Track separate approval processes and timelines based on funding source

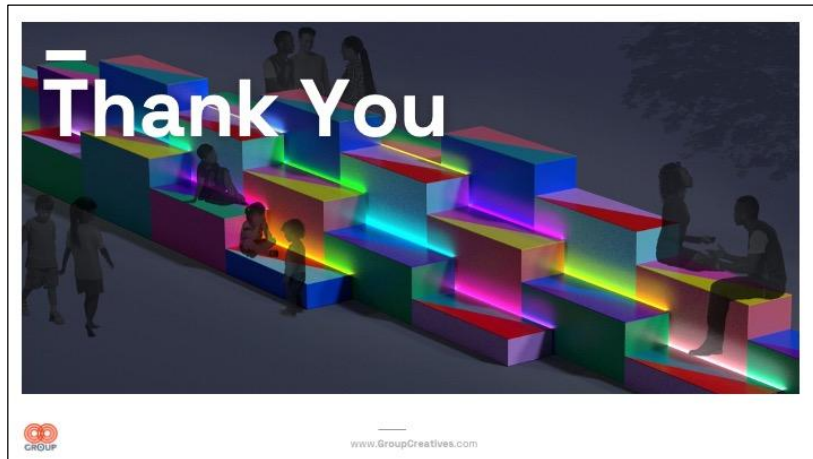
Auditing has been one challenge, and technology is changing things a lot. Access to our accounting system and attaching source documents and contracts in the system allows transparency to where every number comes from



Teva

To kick-off the project, the first phase is always "discovery" - we will be on the ground to understand the airport's current art and culture program, stakeholders, policies and processes. We need to understand how our team integrates with the larger design process for the airport expansion. Within 3 months we will have a more detailed work plan for the first year of work with milestones and key milestones for year 2 and 3.

We'll work to identify key budgetary considerations, review larger scale construction timelines, and begin identifying efficiencies within the process



TEVA

Thank you again. We are excited to begin the work,
Exceed expectations for policy objectives
And advance the culture heritage of the region through the arts.

With that, I'll take questions.



A Department of the City of Palm Springs

Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Suite 1
Palm Springs, CA 92262-6966

flypsp.com
T: (760) 318-3800

DATE: July 16, 2025

TO: Chairman Corcoran and Airport Commissioners

FROM: Harry Barrett Jr., Executive Director of Aviation

SUBJECT: Transition to Action Minutes

On September 9, 2021, the City Council authorized the City Clerk to transition City Council meeting minutes from summary minutes to action minutes for City Council meetings. The City Council staff report is attached as **Attachment A**.

In April 2024, the City Clerk's office recommended to Airport staff that the Airport Commission meeting minutes be converted from semi-verbatim minutes to action minutes to be aligned with the City Council's meeting minute practices, and to streamline the process to allow for a more efficient use of staff time. On average, the time to prepare summary minutes takes two hours for each page of summary minutes that is prepared by staff.

While Airport staff were receptive to the recommendation, the Airport staff had determined that it would be problematic for the Airport Commission meeting minutes to be converted from semi-verbatim minutes to action minutes because of the poor quality of the sound system of the Airport's conference room audio/video system which has made it difficult for the public, Airport Commissioners, stakeholders, and staff to clearly hear and understand the meeting recordings.

On June 9, 2025, the construction phase of the Airport Conference Room Remodel Project began, and the project is expected to be completed by the end of August 2025. This remodel includes a state-of-the-art audio/video system that will provide high-quality meeting recordings. While the Airport conference room is being remodeled, the Airport Commission meetings are being held in the City Hall large conference room that has an audio/video system that provides high-quality sound and video meeting recordings.

With the meeting recordings currently providing high-quality meeting recordings that allow the public, Airport Commissioners, stakeholders, and staff to clearly understand the Airport Commission meeting recordings, and with the forthcoming completion of the Airport Conference Room Project, staff is recommending that the Airport Commission approve the transition from semi-verbatim minutes to action minutes.



ATTACHMENT "A"

CITY COUNCIL STAFF REPORT

DATE: September 9, 2021

CONSENT CALENDAR

SUBJECT: CONSIDERATION OF TRANSITIONING TO ACTION MINUTES FOR CITY COUNCIL MEETINGS

FROM: Justin Clifton, City Manager

BY: Anthony J. Mejia, City Clerk

SUMMARY

The City Council is requested to provide authorization for the City Clerk to transition to action minutes for City Council meetings.

RECOMMENDATION:

Authorize the City Clerk to prepare action minutes for City Council meetings.

BACKGROUND:

In 2005, former Councilmember Mills requested that Staff review minute preparation and former City Clerk Thompson prepared a memo (**Attachment 1**) outlining the different minute formats: verbatim/semi-verbatim, summary, and action minutes. It is unclear what direction the City Council ultimately provided; however, it appears that the minutes transitioned from a semi-verbatim to a summary format. In 2015, the City Clerks Association of California (CCAC) developed "*Guidelines for Preparing Minutes for Governmental Agencies*" (**Attachment 2**), which recommends that agencies transition to action minutes, noting that action minutes are efficient, succinct, cost-effective, and more appropriately aligned with the intent of applicable Government Codes.

Since that time, the City has implemented technological improvements including a robust agenda management system providing online access to staff reports and indexed meeting videos. Meeting videos are also livestreamed on the City's website and YouTube, with captions. Despite these improvements and 24/7 access to original recordings, the City Clerk's Office continues to prepare summary minutes.

On average, the time to prepare summary minutes takes two (2) times the length of the meeting. Transitioning to action minutes would streamline the process and allow for a more efficient use of staff time. For this reason, Staff recommends that the City Council

direct the City Clerk to convert from summary minutes to action minutes for City Council meetings.

REVIEWED BY:

Department Director:	Anthony J. Mejia
City Manager:	Justin Clifton

Attachments:

1. 2005 Memo from City Clerk Thompson.
2. City Clerks Association of California Guidelines for Preparing Minutes.

MEMORANDUM

TO: Mayor and Members of the City Council
David H. Ready, City Manager

FROM: James Thompson
City Clerk

DATE: August 31, 2021

RE: Preparation of Minutes

At the April 6, 2005 City Council meeting, Councilmember Mills requested staff review minute preparation for the City Council and the City Planning Commission.

In general, there are three types of Minutes: Action, Summary or Verbatim. Several cities have adopted a blended version.

Action:

Include actions of the City Council; requires very little, if any narrative, and only motions and votes are shown in the record.

Synopsis or Summary:

Provide information as outlined in Action Minutes, but adding limited City Council and staff comments, as well as noting the members of the public in support/opposition to an issue.

Verbatim or Semi-Verbatim:

Provide information as outlined in Action and Summary Minutes, and may include not only detail of each agenda item listed, but also full discussion.

City Clerk's staff called several of our neighboring cities requesting the types of minutes other local cities are preparing.

Cathedral City	Action, borderline Summary.
Coachella	Summary, however City Clerk will soon recommend Action.
Desert Hot Springs	Action.
Indian Wells	Action.
Indio	Action.
La Quinta	Expansive Summary (at the request of the City Council).
Palm Desert	Summary (except for controversial issues then semi-verbatim)
Rancho Mirage	Action.

City Council Minutes:

In July, 2004 the previous City Clerk moved from Summary minutes toward an Action format. This transition was facilitated by a cut in staffing from 4 to 3 in the City Clerk's Department.

Prior to my arrival, the Chief Deputy City Clerk attended all regular meetings of the City Council. As an efficiency enhancement, I changed this practice thereby eliminating the payment of overtime or the accrual of comp-time of approximately 165 hours on an annual basis. With the current action format, I am capable of completing action minutes without the assistance of a staff member in an efficient manner and in a shorter period of time.

Planning Commission Minutes:

In October, 2004 the Planning Commission discussed the transition from Summary Minutes toward an Action format. The Planning Commission found that since a DVD was available for review, and Planning Commission resolutions contain findings; detailed summary minutes were not necessary.

Alternatives:

Staff has included in the City Council capital budget (Item 12), a request for \$65,000 for Technology Enhancements for City Council Chamber (the line item was incorrectly titled as Electronic Voting System for Council Chamber).

The first component of the request is video-streaming. This component will allow the City Council meetings to be broadcast over the City's website. Allowing interested parties (such as business owners) to view City Council meetings on the web, as opposed to Channel 17 which is only available to Palm Springs residents.

The system also provides media clip administration and archiving. This component will link the city council agenda and minutes, along with any documents such as the staff report, to the video discussion regarding that item. This will enable users to jump to a particular item immediately without having to wade through the entire meeting. In essence, by using the city's website, an individual may pull up the minute action, staff report and the video discussion of the item at the same time.

The proposed system also includes a voting system that automates the preparation of minutes. A touchscreen would be installed at each Councilmember station. When a motion is confirmed the motion will be displayed on the screen along with a large screen for audience viewing. The Councilmembers vote and the results are shown on the screen, and are automatically inserted into the minutes.

The proposed system would also be configured to accommodate the Planning Commission of 7-members.

As you may have noticed over the last few months, I have modified the format of the City Council agenda and staff reports to include staff and commission recommendations, and complete resolution and ordinance titles; not only as a public service enhancement (interested parties can now review recommendations on the agenda without having to search out a copy of the staff report) but also for future integration into an automated system.

Should the City Council determine that due to current budget issues, a technology solution is not feasible; I recommend that we provide two-copies of the current DVD to the Palm Springs Library. One copy would be available to view using the library computers on-site, the other copy would be available at "no-charge" to check-out such as other library reference materials. I have preliminarily approached both PSCTV Operations and the City Librarian, who have indicated this option would be feasible within our current staff allocation, and with minimal expense to the City.

I look forward to your comments and continued discussion of integration to a new platform during budget discussion.

Distribution List:

Mayor Oden
Mayor Pro Tem McCulloch
Councilmember Foat
Councilmember Mills
Councilmember Pougnet
David H. Ready, City Manager

cc: Gary Wayne, Interim Planning Director
Troy Butzlaff, Assistant City Manger

CITY CLERKS ASSOCIATION OF CALIFORNIA
GUIDELINES FOR
PREPARING MINUTES FOR GOVERNMENTAL AGENCIES

PURPOSE

The City Clerks Association of California issues these guidelines as a tool for government agencies to transition to minutes styles that are efficient, succinct, cost-effective for staff to prepare, and more appropriately aligned with the intent of the Government Code.

FINDINGS

- Legislative bodies must act, and must be *seen* to act, within the laws of the State of California and local charters, if applicable. Being *seen* to act within the law is important, because the legislative body's decisions may be subject to external scrutiny by the public, auditors, or judicial inquiry. Minutes *testify* that the correct procedures for decision-making were followed.
- Legislative body minutes shall be prepared in a manner consistent with the intent of the Government Code. Relevant Government Codes are as follows:
 - Government Code 40801. The city clerk shall keep an accurate record of the proceeding of the legislative body and the board of equalization in books bearing appropriate titles and devoted exclusively to such purposes, respectively. The books shall have a comprehensive general index.
 - Government Code 36814. The council shall cause the clerk to keep a correct record of its proceedings. At the request of a member, the city clerk shall enter the ayes and noes in the journal.
 - Government Code 54953(c)(2). The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.
 - Government Code 53232.3(d). Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.
- All components of minutes shall be for the primary purpose of memorializing decisions made by the *legislative body*. Any minute component that does not serve this primary purpose should be minimized or eliminated; this includes comments made by *individual* body members and members of the *public*.

GUIDELINES

- Minutes should provide a record of a) when and where a meeting took place, and who was present (including member absences, late arrivals, departures, adjournment time); b) type of meeting (Regular/Special/Adjourned Regular); c) what was considered; d) what was decided; and e) agreed upon follow-up action. Pursuant to Government Code 54953(c)(2), minutes shall report any action taken and the vote or abstention on that action of each member present for the action.
- Appropriate styles are *action* minutes or *brief summary* minutes. Verbatim style minutes should not be used, because verbatim or lengthy summary minutes do not serve the intent of the Government Code, which is to record the proceedings of the *legislative body*.
- *Action* minutes merely record final decisions made.

- *Brief summary* minutes, at a minimum, record the final decisions made; and, at a maximum, may record what advice the body was given to enable it to make its decisions, the body's thought process in making the decision, and the final decisions made. Emphasis is given on the body's thought process, not individual members' thought processes. The minutes should summarize only the main points which arose in discussion if and only if they are relevant to the decision.
- Comments made by members such as "for the record" or "for the minutes" have no bearing on the content of minutes and are given no greater and no lesser consideration than other comments made at the public meeting. Members seeking to memorialize comments should incorporate such verbiage into the language of the motion. As an alternative, members may submit written statements to be retained with the agenda item.
- Since the main purpose of minutes is to record the legislative body's decision, summary minutes should be brief. By concentrating on the legislative body's decision, brief summary minutes will provide only a select recording of what was discussed at the meeting. Brief summary minutes should not attempt to reproduce, however summarily, what every speaker said. It should only record the essence of the discussion and include the main threads that lead to the body's conclusion.
- To the fullest extent possible, brief summary minutes should be impersonal and should not attribute views to individual persons. Only the positions and decisions taken by the whole legislative body are relevant, not those of individual members. The passive voice is favored i.e. "It was suggested that...", "It was generally felt that...", "It was questioned whether...", "During discussion, it was clarified..."
- There are reasons for not attributing comments to specific speakers. First, it makes for brevity--a point can be recorded more concisely in impersonal form. Second, a point raised by one speaker will often be further developed by others—in impersonal brief summary minutes, only the fully-developed point is recorded in its final form. Third, points by several speakers can be consolidated into a single paragraph. Fourth, the impersonal style averts future corrections to minutes.
- While the primary purpose of minutes is to memorialize decisions made by the legislative body as a whole, under limited circumstances it is necessary and/or appropriate to attribute comments to individual members including:
 - Individual member's reports pursuant to Government Code 53232.3(d) (enacted by AB 1234, 2005). The minute record shall include the type of meeting attended at the expense of the local agency and the subject matter.
 - Individual member's reports on intergovernmental agencies. Brief summary minutes should include the type of meeting at a minimum, and, at the maximum, include the subject matter.
 - Individuals speaking under public comment. Brief summary minutes shall, at a minimum, list the public member's name (if provided); and, at a maximum, include the overall topic and stance/position. Such as Mr. Jones spoke in opposition to the Project X. Being mindful that the minutes are recordings of the legislative body's proceedings, it is not appropriate to include detail of individual comments. There is an exception for public testimony provided during public hearings, for which the minutes shall include the speaker's name (if provided) and a summary position of the speaker (i.e., supported or opposed).
- For purposes of meeting Government Code 36814 and/or 54953(c)(2), the city clerk should enter the ayes and noes in the minutes. For informal consensus (i.e. providing staff direction), it is appropriate to note the dissention of one or more members by, at a minimum, stating the dissenting member's name and dissention, such as "Mr. Jones dissented," and at a maximum to also include a brief reason, such as "Mr. Jones dissented citing budget concerns."
- While the primary purpose of legislative body meetings is for the legislative body to take legislative action and make decisions to advance agency business, it is acknowledged that agency meetings also

serve as platforms for ceremonial presentations and reports on social and community events. At a minimum, brief summary minutes should identify that presentations were made and event reports were given; and, at a maximum, report only the subject matter of the presentation or event.

- For community workshops and town hall meetings subject to the Brown Act, brief summary minutes, at a maximum, record the overall topic, provided that no legislative actions were taken. It is advisable to note in the minutes that no legislative action was taken.
- The guidelines contained herein are applicable to committees and commissions subject to the Brown Act. It is acknowledged that many boards and commissions take few legislative actions, and the tendency is to include more detail in the minutes on event reports and planning. At a maximum, brief summary minutes may include key points of the final reports or determinations, and all comments shall be attributable to the entire body and not attributable to individual members.
- Brief summary minutes shall serve to clarify decisions taken and who is expected to execute the decisions. It is not necessary to write down all action points or all tasks identified. Minutes shall not serve as a substitute for task lists, and the focus shall remain on the final decisions made by the *legislative body*.
- The language of brief summary minutes should be relatively restrained and neutral, however impassioned the discussion. Brief summary minutes will record the substance of the point in an intemperate way.
- To the fullest extent possible, minutes should be self-contained to be intelligible without reference to other documents.
- As a general rule, individual member comments are not identified in the brief summary minutes of discussions, and minutes should concentrate on the collective body's thought process and the collective decisions made by the majority, not individuals.
- Brief summary minutes should concentrate on central issues germane to the final decision. The record of the discussion should be presented in a logical sequence, rather than reproduced in the actual order they were made in discussion.
- The legislative body may wish to choose more, substantive (summary) minutes if there's no archival audio/video backup recording available of its proceedings. If audio/video recording is available for future reference, minute notations can be more limited (action).

Marketing Update

July 2025



Passengers & Air Service

June Passengers

Total Passengers: 139,720

- 6.1% increase over 2024
- Last June record set in 2022

United Announces EWR

Daily seasonal service

- No Tues/Wed flights Jan 6 – Mar 4
- Flights arrive/depart mid-day

Avelo Ends West Coast Operations

- Closing their Burbank
- Moving aircraft to east coast bases
- Previously operated to Santa Rosa and Bend/Redmond, OR from PSP

Scheduled Seats

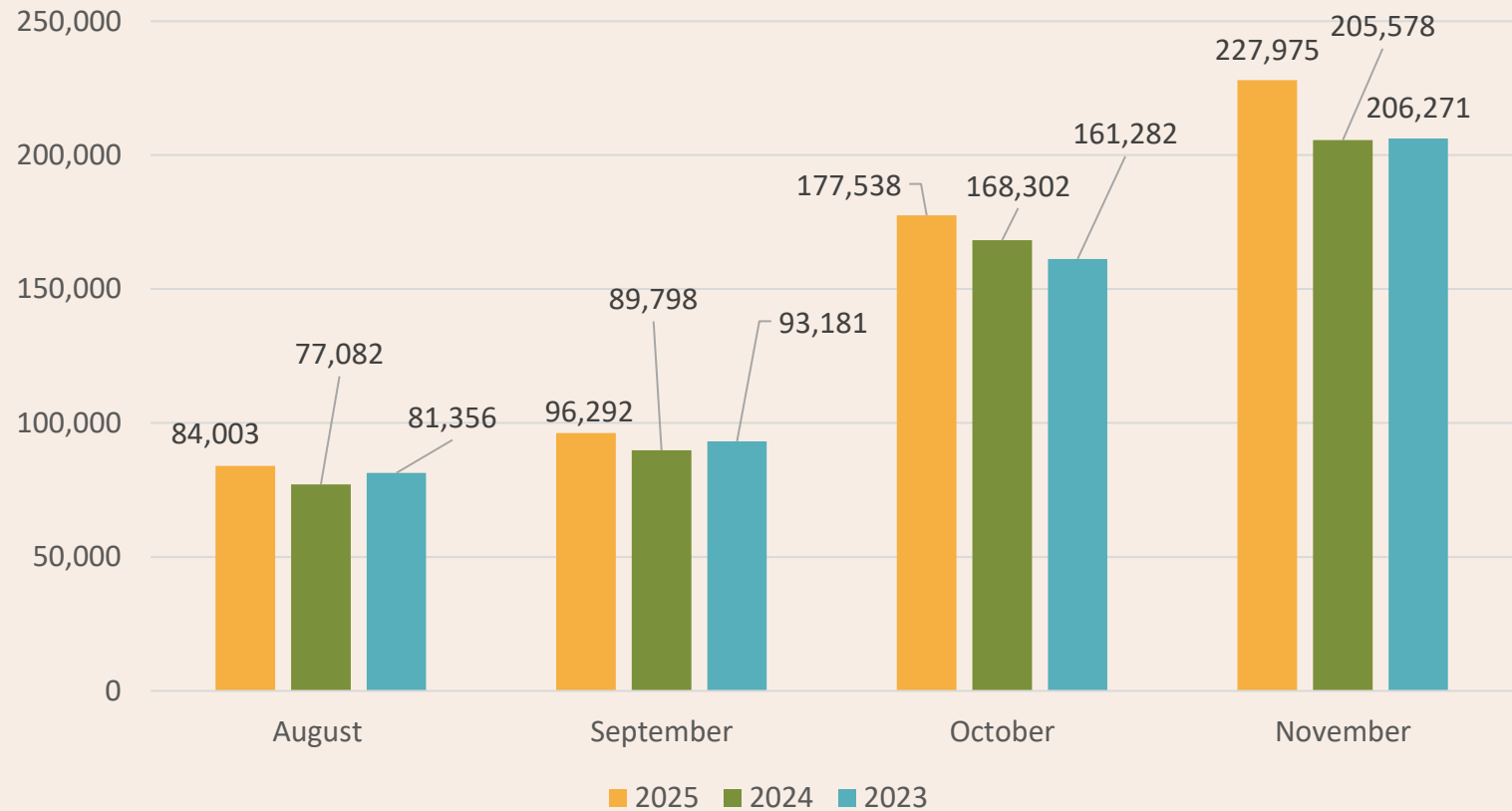
Based on 7/9/25 schedule data, subject to change.

Total Seats vs. 1 Year Ago

Month	% Change
August	9.1 %
September	7.2 %
October	5.5 %
November	10.9 %

Arriving Canadian Seats 2025 vs. 2024

Month	% Change	Flights	Seat Count Change
August	- 19 %	-3	-648
September	- 6.2 %	-3	-339
October	- 9.5 %	-16	-1,761
November	- 0.4 %	-2	- 111

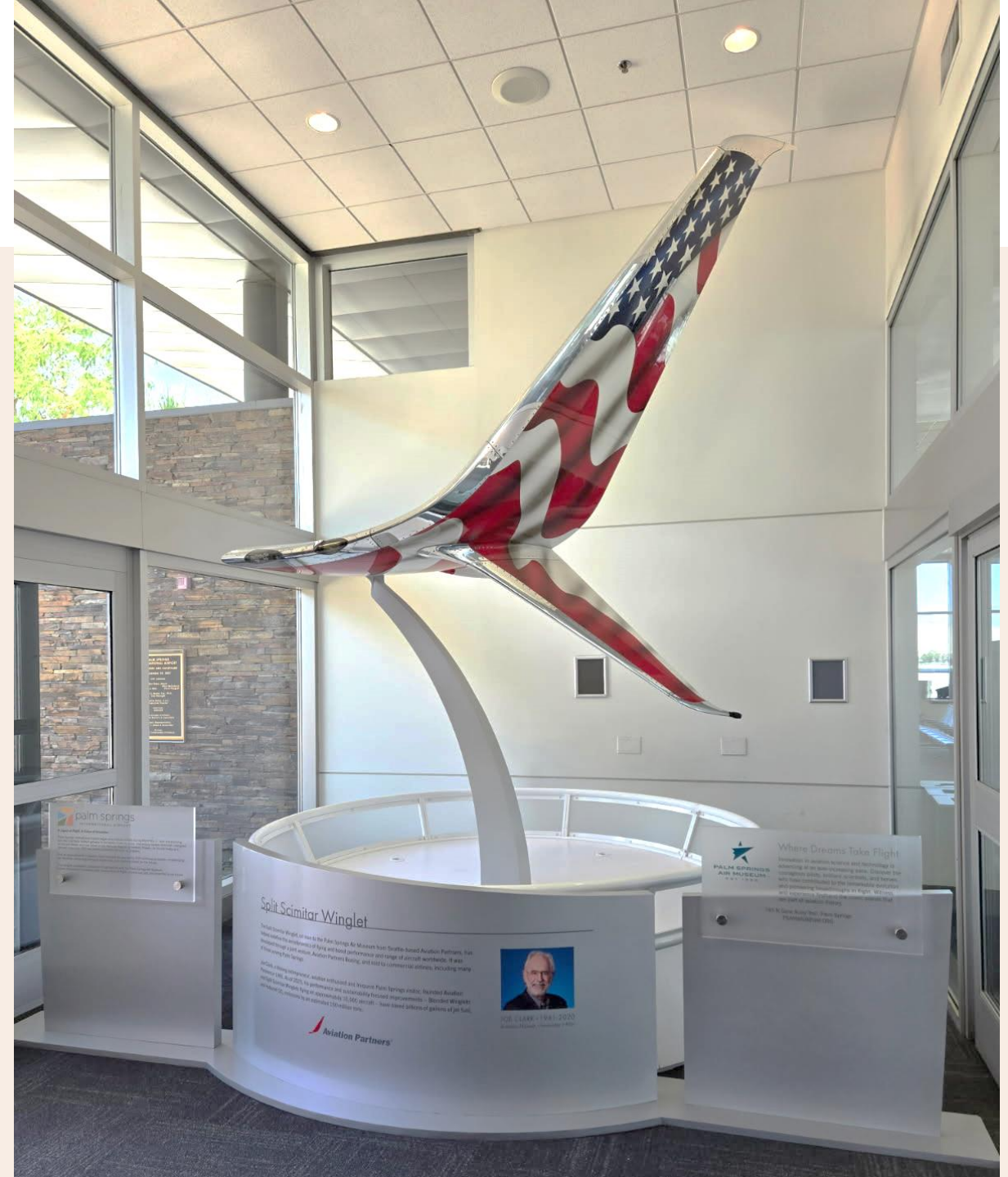


Bar Graph: Left to right: 2025, 2024, 2023

Winglet Signage Installed

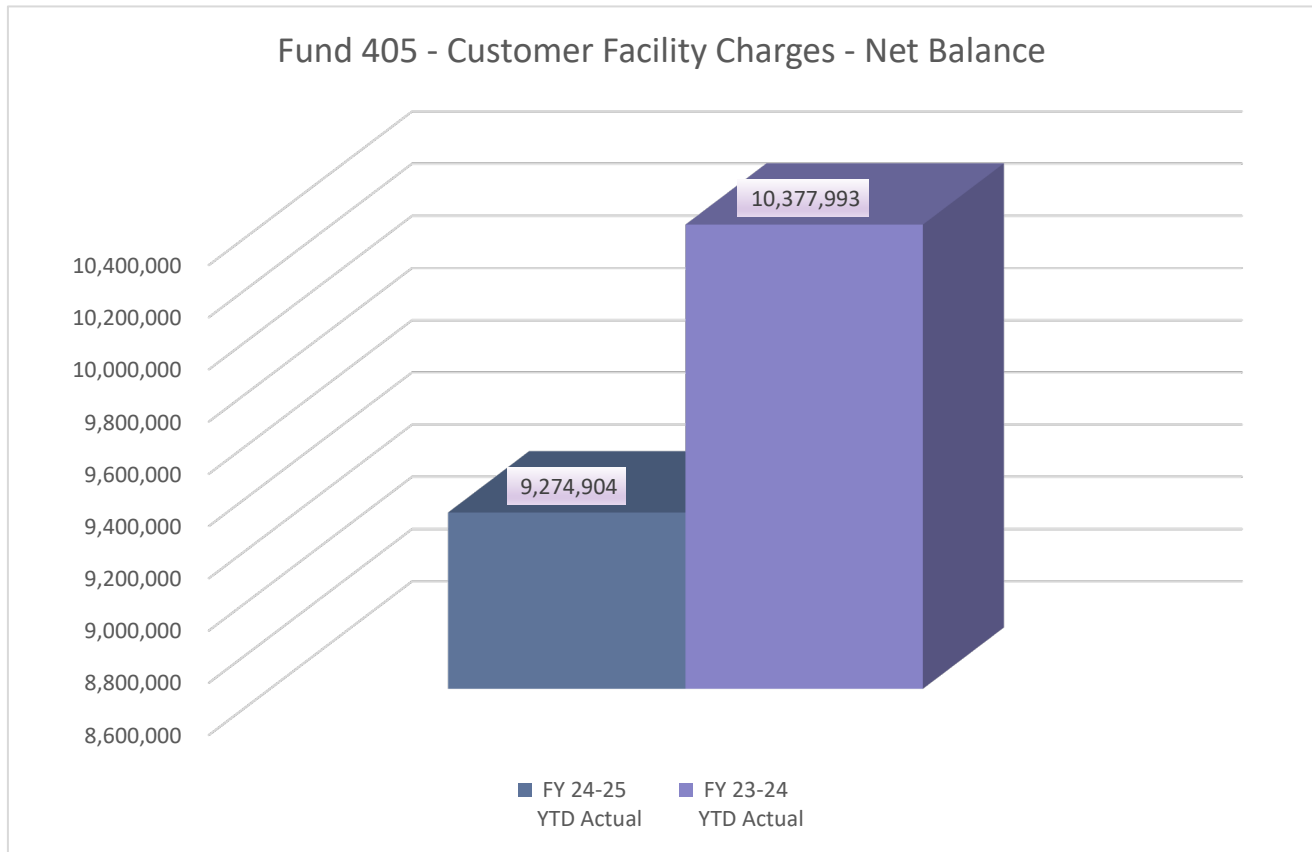
PSP Named Top 50 Airport by Washington Post

- Ranked 35th out of 450 Airports researched
- For PSP: Travelers value easy access, clear navigation, good food and shopping, on-time flights and those hard-to-define quirks that give an airport personality.
- WaPo used feedback from readers, yelp reviews, and airport data to create their list.



CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending June 30, 2025

Fund 405 - Customer Facility Charges	FY 24-25 YTD Actual	FY24-25 % Of Budget	FY 23-24 YTD Actual	FY 23-24 vs FY 24-25 % Change
Operating Revenue	9,326,111	97%	10,478,948	-11%
Operating Expenditures	51,207	51%	100,956	-49%
Surplus / (Deficit)	9,274,904	98%	10,377,993	11%



Fund 405 is the airports fund for customer facility charges (CFC).

Revenues

CFC revenue is collected by the car rental concessionaires and remitted to the Airport according to state law to support the future consolidated rental car facility project. In March 2022, City Council approved a change in the collection methodology rate from \$10 per transaction to \$9 per day up to five days maximum.

YTD, revenues of \$9,326,111 represents 97% of the full year budget, reflecting seasonal nature of CFC revenues.

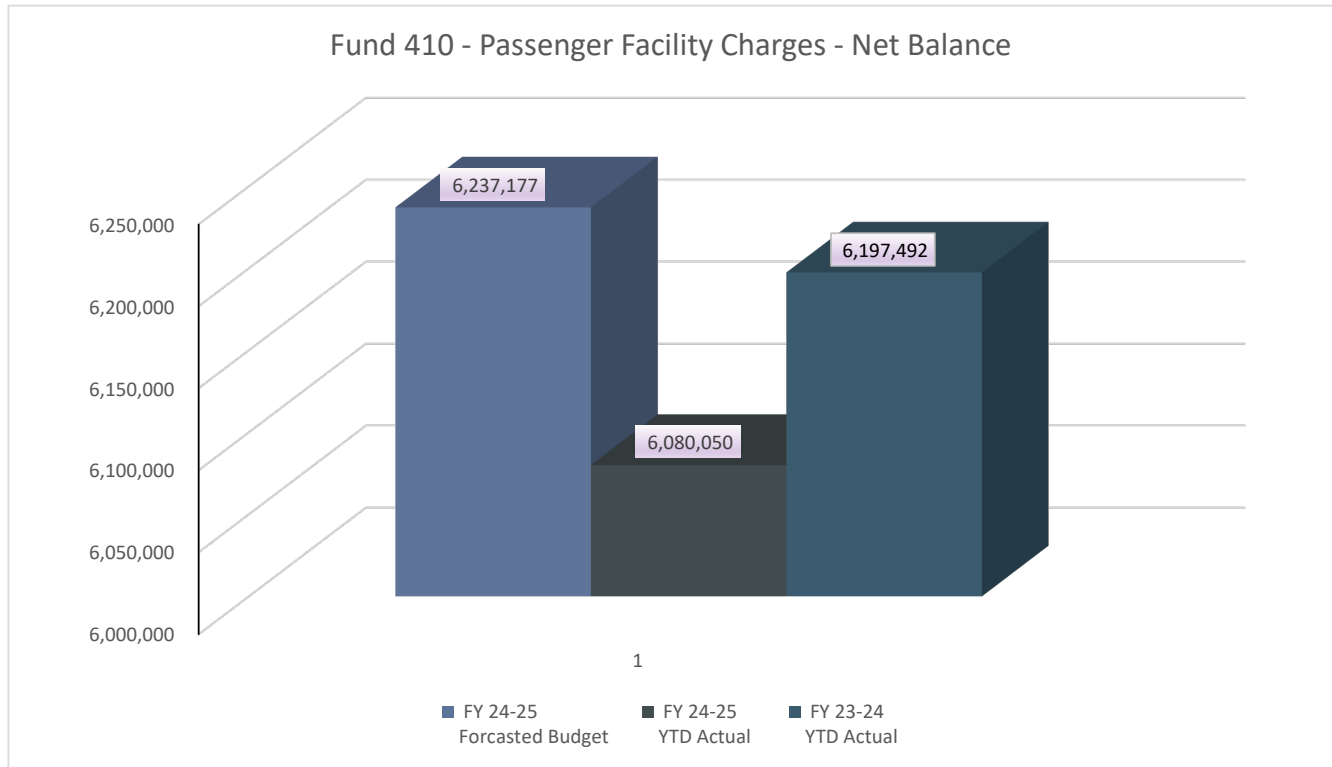
Expenditures

YTD, expenditures of \$51,207 represents 51% of the full year budgeted expenditures.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT

Financial Summary
Ending June 30, 2025

Fund 410 - Passenger Facility Charges	FY 24-25 Forecasted Budget	FY 24-25 YTD Actual	FY24-25 % Of Budget	FY 23-24 YTD Actual	FY 23-24 vs FY 24-25 % Change
Operating Revenue	6,784,274	6,389,548	94%	6,778,542	-6%
Operating Expenditures	547,096	309,498	57%	581,051	-47%
Surplus / (Deficit)	6,237,177	6,080,050	97%	6,197,492	-2%



Fund 410 is the airports fund for passenger facility charges (PFC).

Revenues

The PFC, provides a source of additional capital to improve, expand, and repair the nation's airport infrastructure. The FAA must approve any facility charges imposed on enplaning passengers. The PFC at PSP is \$4.50 and the maximum PFC charge on any one passenger travel ticket is capped at \$18.00.

YTD, revenues of \$6,389,548 represents 94% of the full year budget, reflecting seasonal nature of PFC revenues.

Expenditures

On July 18, 2019, the City of Palm Springs issued 2019 Airport Passenger Facility Charge Revenue Bonds for \$22,270,000 to finance a portion of the design, acquisition, and construction of ticketing hall and baggage handling system improvements. Interest is payable semiannually on June 1, and December 1 of each year, commencing December 1, 2019, until maturity or earlier redemption. FY 24-25 principal is \$1,775,000 and interest is \$722,500. Expenses to fund 410 include principal and interest and contractual services to the bond consultant.

YTD, expenditures of \$309,498 represents 57% of the full year budget. Include \$301,041 in loan interest, remaining administrative fees for the 2019 bond.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending June 30, 2025

Fund 415 - Airport Operations & Maintenance	FY 24-25 Forecasted Budget	FY 24-25 YTD Actual	FY24-25 % Of Budget	FY 23-24 YTD Actual	FY 23-24 vs FY 24-25 % Change
Operating Revenue	52,540,245	53,433,098	102%	47,573,370	12%
Operating Expenditures	48,334,102	37,994,403	79%	36,446,239	4%
Surplus / Deficit	4,206,143	15,438,695	367%	11,127,130	39%

Fund 415 is the airports operation & maintenance fund which records for all the revenues and expenditures.

Revenues

Airport revenues included operating and non-operating revenues from airlines, fuel fees, terminal rentals, ground rentals, concessions, fines, parking, ground transportation, grant reimbursements, admission fees for the Palm Springs Air Museum and interest income.

Expenditures

Airport expenditures consist of personnel, contractual services, safety and security (Aircraft Rescue and Fire Fighting (ARFF) and law enforcement), utilities, maintenance, supplies, operating equipment, insurance, employee development, equipment rentals and repairs.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending June 30, 2025

Fund 415 - Airport					
Operations & Maintenance	FY 24-25 Forecasted Budget	FY 24-25 YTD Actual	FY24-25 % Of Budget	FY 23-24 YTD Actual	FY 23-24 vs FY 24-25 % Change
Operating Revenue					
Airline Revenue					
Landing Fees	6,960,158	7,598,519	109%	5,843,864	30%
Terminal Airline Space/Joint Use	6,817,158	6,862,693	101%	5,661,953	21%
Gate Per Use Fees	2,254,405	2,529,971	112%	1,748,041	45%
Passenger Loading Bridge Fee	577,205	534,754	93%	657,807	-19%
Baggage Handling System Fees	570,705	393,874	69%	874,909	-55%
Total Airline Revenues	17,179,631	17,919,811	104%	14,692,796	22%
Non-Airline Revenue					
General Aviation	428,526	433,993	101%	407,097	7%
Non-Aeronautical Ground Rental	651,486	655,104	101%	644,870	2%
Aeronautical Ground Rental	1,320,632	1,315,985	100%	1,266,565	4%
Parking	6,301,392	6,213,385	99%	6,416,507	-3%
Airport Use Permits	118,809	119,786	101%	110,701	8%
Non-Airline Terminal Rent Fee	4,437,249	4,484,381	101%	3,415,329	31%
Rental Car - Overflow Parking	366,255	262,161	72%	240,157	9%
Advertising	881,702	844,128	96%	625,805	35%
On Airport Rental Car	14,592,865	14,218,325	97%	12,198,791	17%
Commercial Services Fees	1,378,902	1,297,975	94%	1,298,680	0%
Ground Transportation Fees	1,572,931	1,604,740	102%	1,502,444	7%
Customs	446,003	434,825	97%	448,095	-3%
All Other Revenue	2,863,863	3,628,498	127%	4,305,533	-16%
Total Non-Airline Revenue	35,360,614	35,513,286	100%	32,880,574	8%
Total Operating Revenues	52,540,245	53,433,098	102%	47,573,370	12%

Landing Fees, Terminal Airline Space/Joint Use, and Gate Per Use Fees all showed strong performance, collectively contributing to a 22% increase in total airline revenues over the prior year. Notably, Gate Per Use Fees exceeded the FY25 budget at 112% and posted a 45% year-over-year increase, signaling increased flight activity and terminal utilization.

Passenger Loading Bridge and Baggage Handling System Fees both experienced declines of 19% and 55% respectively compared to FY23-24. These decreases reflect the adjusted fee structure implemented in FY25 to better align with actual operating costs.

Non-Airline Terminal Rent grew significantly, with a 31% increase over FY23-24. This growth was driven by the onboarding of new concessions and enhanced space utilization within the terminal.

Advertising Revenue increased by 35% over the previous year, attributed to the favorable terms under the new FUSE contract, which offers the Airport a higher revenue share model.

Rental Car – Overflow Parking revenue increased by 9% compared to the prior year, though it currently reflects only 72% of the forecasted budget. This may indicate either a seasonal lag or a need to revisit demand assumptions.

On-Airport Rental Car Revenue is up 17% year-over-year, supporting the benefit of the revised fee structure and MAG tracking now implemented in FY25.

"All Other Revenue" exceeded its forecast by 27%, even though it shows a 16% decrease from FY23-24.

Overall Non-Airline Revenues grew by 8% over the prior year, reaching 100% of the FY25 forecasted budget—demonstrating steady performance across most revenue streams, especially terminal rent, advertising, and rental car categories.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT

Financial Summary
Ending June 30, 2025

Fund 415 - Airport Operations & Maintenance	FY 24-25 Forecasted Budget	FY 24-25 YTD Actual	FY24-25 % Of Budget	FY 23-24 YTD Actual	FY 23-24 vs FY 24-25 % Change
Operating Expenditures					
Emergency Disaster	63,137	22,493	36%	-	0%
Airport Administration	7,050,708	6,959,626	99%	6,362,275	9%
Airport Information Technology	873,990	849,526	97%	506,902	68%
Airport Law Enforcement	3,248,311	3,195,840	98%	3,313,876	-4%
Aviation Security	764,930	792,815	104%	420,858	88%
Airside Operations	7,047,041	5,639,649	80%	6,140,976	-8%
Airport Rescue - Fire	4,456,330	4,879,107	109%	3,990,568	22%
Landside Operations	2,895,963	2,709,731	94%	2,293,956	18%
Grounds Maintenance	424,920	463,902	109%	448,777	3%
Terminal Building Operations	7,753,787	6,813,976	88%	5,603,549	22%
Passenger Boarding Bridges	26,200	28,995	111%	40,985	-29%
Baggage Handling System	709,500	701,227	99%	519,611	35%
Control Center Operations	4,646,643	4,425,101	95%	4,299,376	3%
U.S. Customs	314,005	285,217	91%	305,513	-7%
Planning & Projects	199,639	227,197	114%	128,075	77%
Budget Transfer Out	7,859,000	-	0%	1,396,342	-100%
Total Operating Expenditures	48,334,102	37,994,403	79%	35,771,639	6%
Surplus / (Deficit)	4,206,143	15,438,695	367%	11,801,731	31%

Airport Information Technology: Expenses increased primarily due to \$404,000 in salaries & benefits for technicians required to support the newly installed common use system at gates and ticket counters. Contractual services rose for cable runs, baggage handling, and access point installations. Additionally, computer software services expanded, including FIDS, Gate Management, Part 139 Inspection, and Asset Management.

Aviation Security: Expenses grew by 88% as a result of the establishment of the cost center in FY24 and FY25. New expenses include security assessments, terminal rekeying, increased employee background checks due to new hires, mandated TSA aviation worker screening, and annual fees for continued security training with airport staff and tenants.

Terminal Building Operations: Expenses increased by 22% compared to the prior year due to several factors, including \$734,000 in additional salaries and benefits for new staff across Operations and Maintenance. Other contributing factors include a new contract with Desert Arc for landscaping and terminal cleaning, expanded holiday decorations in December, terminal modifications for new staff office space, plumbing and HVAC repairs, and consulting services for breach gate design, conference room, wayfinding, and terrazzo flooring. Additionally, there were increased costs for oversight of the concessions buildout, maintenance assessments, heavy equipment rentals for power outage prevention, employee uniforms for new hires, and higher utility usage.

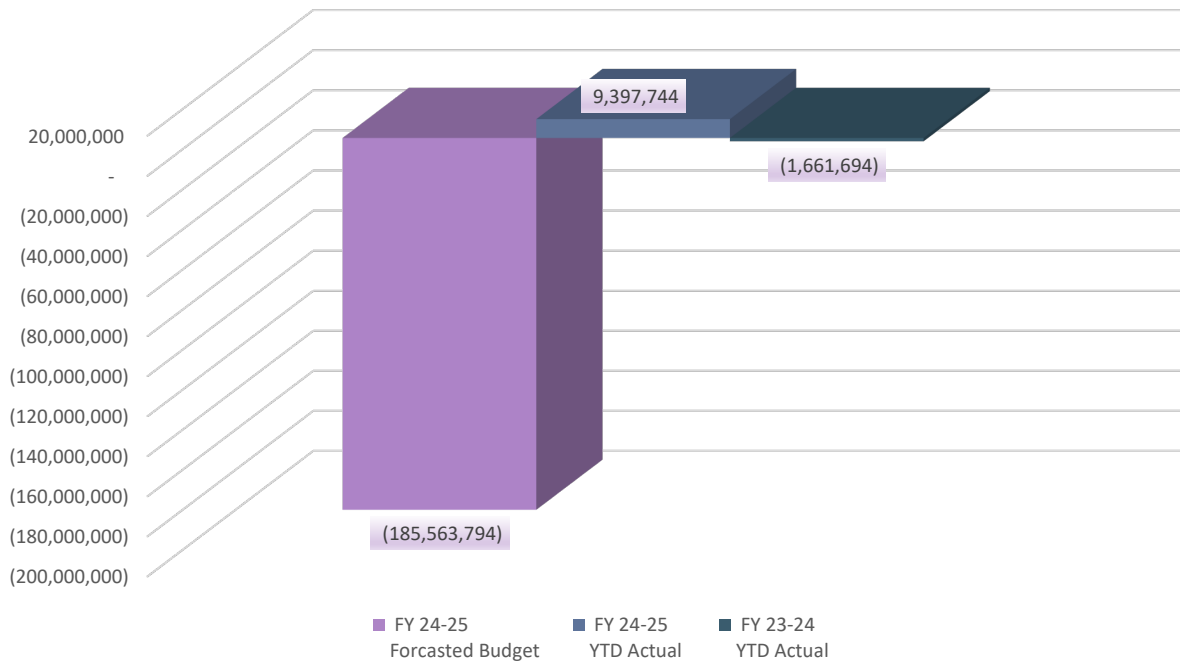
Year-to-date, the Airport has allocated 53% of its budget to Salaries & Benefits, 27% to Contractual Services, 9% to Other Cities Services, 5% to Utilities, 4% to Materials & Supplies, 1% to Insurance and 1% to Airline Incentive Program.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending June 30, 2025

Fund 416 - Airport
Capital Projects

	FY 24-25 Forecasted Budget	FY 24-25 YTD Actual	FY24-25 % Of Budget	FY 23-24 YTD Actual	FY 23-24 vs FY 24-25 % Change
Operating Revenue	11,832,046	17,877,011	151%	2,859,875	525%
Operating Expenditures	197,395,840	8,479,266	4%	4,521,569	88%
Surplus / (Deficit)	(185,563,794)	9,397,744	-5%	(1,661,694)	-666%

Fund 416 - Airport Capital Projects - Net Balance



Fund 416 is the Airport Capital Program

Revenues

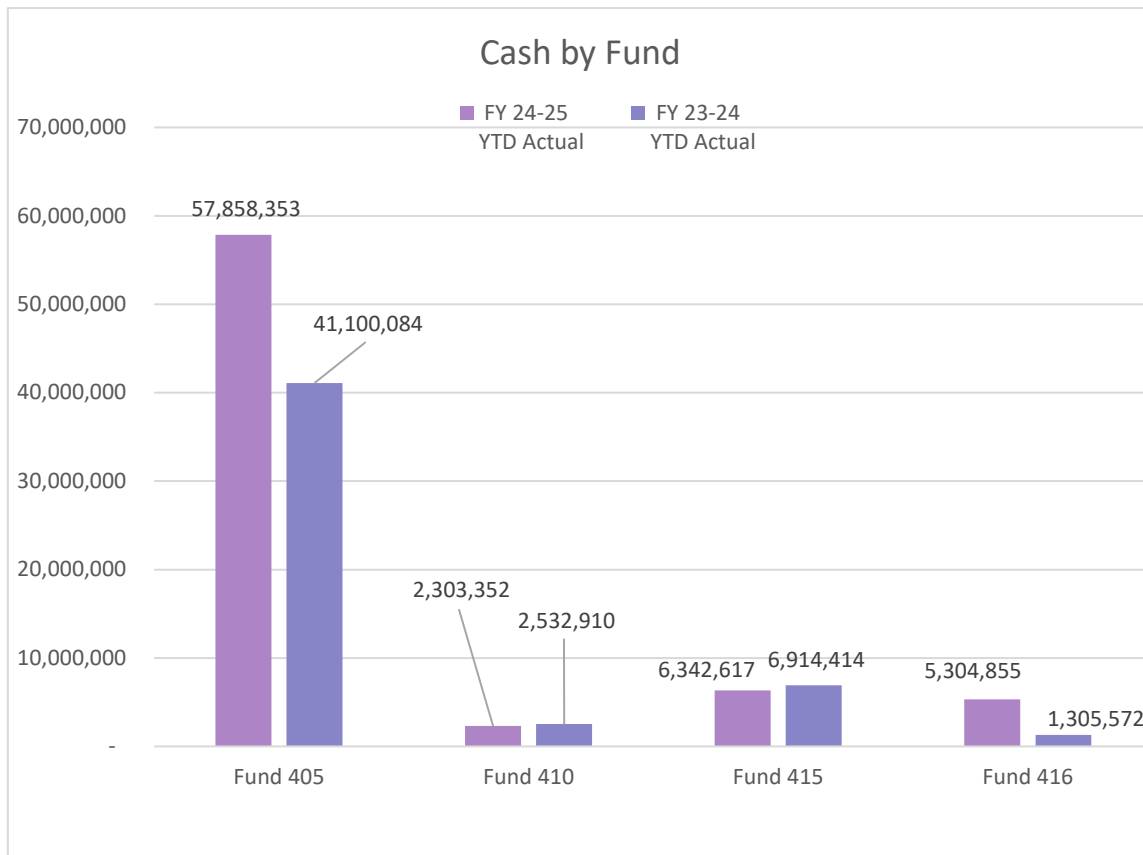
Airport Improvement Program (AIP) grants are offered to PSP to provide funding assistance for eligible capital projects that meet the criteria of the federal program. Additional funding is being distributed through AIP grant program by the Bipartisan Infrastructure Law (BIL). These grants have a 9.34% local share and the remaining 90.66% are reimbursed by the FAA. Revenues in excess of the Airport Operations & Maintenance are transferred to fund 416 to cover capital projects. The \$17,877,011 included \$6,992,707 in Federal Grants and \$10,866,000 in Budget Transfer from the Airport Operating and Maintenance Fund.

Expenditures

Some of the key expenditures for FY24-25 included Taxiway Rehabilitation Construction "W" and "A1" \$6,406,880, Baggage Handling System (BHS) \$1,029,296, Master Plan \$487,486 and other projects completed the \$8,479,266.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending June 30, 2025

<u>Cash Summary</u>	FY 24-25 YTD Actual	FY 23-24 YTD Actual
Fund 405	57,858,353	41,100,084
Fund 410	2,303,352	2,532,910
Fund 415	6,342,617	6,914,414
Fund 416	5,304,855	1,305,572



FUTURE CITY COUNCIL ACTIONS

July 21, 2025

- Customs Administration Fee Adjustment
- Sky Chefs, LLC – Non-Exclusive Operating and Lease Agreement to Lease Apron Space for Catering Services
- Group Creative Services – Contract Services Agreement for Art Curator Consulting Services
- EMD Construction Inc. – Contract Services Agreement for Doors and Windows Installation, Maintenance, and Repair Services

September 10, 2025

- Purchase of 8 Electrical Vehicle Trucks
- Program Management and Advisory Consulting Services
- Marshall Retail Group, LLC (WHSmith) – Concession Amendment No. 1 to Add Pink Door and Duty Free
- ABM Aviation, Inc. – Parking Management Services Amendment No. 4 to Amend the Scope of Work and Add Equipment and Software
- Dal Global Services, LLC Dba Unifi - Non-Exclusive Operating and Lease Agreement for Office and Storage Space
- AGI Ground, Inc. – Non-Exclusive Operating and Lease Agreement for Office and Storage Space
- Comprehensive Fee Schedule for Public Parking



A Department of the City of Palm Springs

Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Suite 1
Palm Springs, CA 92262-6966

flypsp.com
T: (760) 318-3800

DATE: July 9, 2025

TO: Chairman Corcoran and Airport Commissioners

FROM: Harman Singh, Project Manager

SUBJECT: Projects and Airport Capital Improvement Update

Capital Projects

Bono Concourse Escalators:

Background: This project aims to replace the escalators leading to the Sonny Bono Concourse to reduce noise and improve operational uptime. Both Sonny Bono Concourse escalators were refurbished with in-truss replacements 9 years ago. At the request of the Airport Commission, the Executive Director of Aviation has directed Airport staff to research the costs and efforts required for a full replacement.

Status: In Progress

- During the June 2025 Airport Commission meeting, a representative from the Airports On-Call Engineering firm RS&H California, Inc. (RS&H) provided a detailed escalator assessment, including alternative solutions with associated timelines, costs, and pros and cons.
- The Airport Commissioners provided guidance to proceed with in-truss modifications to address the identified deficiencies.

Next Steps:

- RS&H will provide a project proposal for escalator design, bidding, and construction administration services for the Airport to review.

Timeline:

- Issuance of a task order to RS&H is expected in July, with an estimated Notice to Proceed by the first week of August.

Taxicab/Transportation Network Company (TNC) Shade Structures - Measure J Funds:

Background: This project is one of the four capital improvement projects funded through Measure J. The project involves the design and installation of dedicated shade structures in the pick-up area for Taxicab services and the TNC's, specifically Uber Technologies Inc. and Lyft Inc. The goal is to enhance passenger comfort and safety by providing protection from the elements, thereby contribute to a more positive transportation experience.

Status: In Progress

- The On-Call Architectural firm M. Arthur Gensler Jr. & Associates, Inc. (Gensler) provided conceptual cost estimates for the shade structures at both the Taxicab and TNC's loading areas. The preliminary estimates are as follows:
 - Both Taxicab and TNC's site estimates: \$2.5 million
 - Taxicab site estimates: \$900,000
 - TNC's site estimates: \$1.7 million
- The Airport Commission provided direction to staff on timeline for the usage of the shade structures in relation to relocating rental car operations to the overflow lot and other interdependent projects that may affect the continued use of the current Taxicab and TNC area.
- Staff are coordinating with Gensler to finalize the sequencing of related projects.

Next Steps:

- Finalize project sequencing and timeline on the useful benefit from the shade structures.

Timeline:

- Project sequencing timeline by next commission meeting.

Outbound Baggage Handling System Replacement:

Background: This project is intended to modify or replace the existing outbound baggage handling system with a new system to improve capacity and efficiency, enhance baggage tracking through additional technology, reduce or eliminate single points of failure, and improve overall ergonomics for staff.

Status: In Progress

- The bid protest has been resolved. Staff are moving with presenting the second lowest bidder to the City Council for the contract approval at the July 9th, 2025 meeting.

Next Steps:

- Execute the contract and issue the Notice to Proceed.

Timeline:

- Contract execution and issuance of the Notice to Proceed are anticipated by late July to early August 2025.

Restroom Renovations – Design Phase:

Background: City Council approved the design and renovation of all public restrooms Airport-wide in the Fiscal Year 2023 budget. The project includes demolition and replacement of flooring and fixtures, upgrades to ventilation and lighting systems, and the conversion of select restrooms to gender neutral facilities.

Status: In Progress

- The On-Call Architectural firm M. Arthur Gensler Jr. & Associates, Inc. (Gensler) submitted a formal proposal to design the Sonny Bono Concourse and Courtyard Restrooms at a proposed cost of \$1.27 million.
- The proposed design includes an increase of 11 stalls.
- The task order has been executed.

Next Steps:

- Conduct the project kick-off meeting.

Timeline:

- Kick-off meeting anticipated by late July.

Mid-Century Outdoor Furniture - Measure J Funds:

Background: This project is funded through Measure J and focuses on the design and installation of outdoor furniture that reflects and preserves the Mid-Century architectural style, an essential element of both the Airport and the City of Palm Springs. The project is intended to highlight and promote appreciation for Mid-Century architecture and design.

Status: In Progress

- A purchase order has been issued for the design and procurement of ten Mid-Century outdoor seating benches, two circular planter/benches, and six trash receptacles.

Next Steps:

- Delivery of placement of concrete furniture.

Timeline:

- Delivery is expected by mid-August.

Purchase of (8) Plug-In Electric Vehicle (EV) Pickup Trucks & (4) EV Chargers:

Background: This project involves the procurement of eight (8) zero-emission pickup trucks and four (4) electric vehicle (EV) chargers to replace the existing gas-powered Airport fleet trucks. The purchase supports the Airport's efforts to minimize environmental impact. The project is funded by the Federal Aviation Administration (FAA) through the Airport Zero Emissions Vehicle (ZEV) and Infrastructure Pilot Program.

Status: In Progress

- The bidding process is complete.

Next Steps:

- Contract approval.

Timeline:

Contract approval in September 2025.



A Department of the City of Palm Springs

Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Suite 1
Palm Springs, CA 92262-6966

flypsp.com
T: (760) 318-3800

DATE: July 13, 2025

TO: Chairman Corcoran and Airport Commissioners

FROM: Harry Barrett, Jr., Airport Executive Director

SUBJECT: Executive Director Report

Emerging Developments

Washington Post Top 50 Airports (New)

Background: The Washington Post released its list of the Top 50 Airports in the United States ranked by reader reviews.

Report: PSP ranked 35 on the Washington Posts' Top 50 airports by reader reviews on a Washington Post report released at the end of June. The report cited over 2,800 reader surveys conducted which resulted in this ranking. There are approximately 500 commercial airports in the United States which puts PSP in the top 10% of airports in the survey.

Outbound Baggage Handling System Project Approval (New)

Background: Due to passenger growth that outpaced forecasts, the current Outbound Baggage Handling system is obsolete and in need of replacement. In 2023, PSP hired AECOM to complete design of a new inline baggage handling system. The system has been designed to completion and was recently bid.

Report: City Council approved the City Manager to enter into contract with Swinerton Builders to construct the inline outbound baggage handling system. The project is estimated to cost nearly \$85 million in total when factoring the addition of Construction Management and Program Management costs. The large proportion of the project will be funded through four different federal grants as awarded by the FAA and TSA which account for roughly \$60 million, while the balance will be funded through airport revenues. Due to the use of revenues, the project is subject to a Majority-in-Interest vote of the airlines. The federal grants must also be awarded; PSP is expecting the FAA grants to be issued by mid-August and the TSA grant to be issued in late September. PSP anticipates the project to proceed in mid-fall with a series of kickoff and operational planning meetings occurring over the next few months. The staff will develop a communications plan, operational and safety plans, and will provide kickoff briefings and routine updates to the Commission and the City Council.

Customs and Border Protection & Federal Inspection Station(FIS) Strategy (Updated July 13, 2025)

Background: PSP completed an FIS Feasibility Study in 2024. The study, conducted by InterVISTAS Consulting demonstrated the feasibility of developing and staffing an FIS at PSP. The results of the study were briefed by the Airport Commission in the spring of 2024 and the full report is available for review or additional briefings. For the last two years, PSP's Executive Director has been in informal discussions with the CBP LAX Port Director about the regional desire to expand international air service at PSP and had previously advised the LAX Port Director that PSP anticipates submitting a formal request for CBP support.

Report: The airport's on-call consultant InterVISTAS is underway on working on formalizing a request for Customs and Border Protection resources in preparation for opening an FIS. The recent passage of the congressional budget resolution may have created an opportunity for PSP with the bill authorizing 5,000 additional Customs officers to the CBP budget. Although this is optimistic news for the local request, PSP must still compete with airports that have existing FIS operations which are understaffed and with land boarder ports of entry. Meanwhile, InterVISTAS is working in coordination with Visit Greater Palm Springs and the airport team to secure non-binding airline letters of support, which is a critical path to CBP authorizing personnel. The PSP team is in coordination with Daley Strategies who is working to secure community letters of support. PSP staff has started to explore the funding mechanism for FIS development and are working on a Project Definition Report to begin design of the FIS facility. In general, a formal request includes the ability to demonstrate that adequate planning of a facility, an analysis of the economic benefit, an ability to continuously employ CBP staff supporting airport activities, and an assessment of community support has been established. PSP believes it has met that bar through the master planning process.

Rental Car Facility Private Partnership (P3) Feasibility Meeting (Updated June 15, 2025)

Background: Airport staff is in the initial stages of developing strategies for funding and delivering projects associated with the Master Plan concepts presented to the community over the last few years. One component of the capital program, the Rental Car Facility, is potentially well-positioned for a public private partnership delivery model. A P3 delivery model would likely allow PSP to deliver this project quickly and more efficiently than traditional methods of delivery.

Report: Since the P3 Kickoff Meeting held on April 28, the PSP team has held two additional 3-hour follow-up working sessions in May and in June to investigate the issues that may impact the feasibility and success of P3 development. The airport's on-call consultant Frasca is leading the investigation phase which involves background analysis and comprehensive review of governance documents, existing and planned airport agreements, enabling projects, and procurement policies by airport staff, financial consultants, and legal teams. The review process related to these documents is anticipated be completed by early September. During this process, Daley Strategies will assist airport staff in providing updates and briefings as appropriate. Upon completion of the data mining and analysis process, Frasca and City staff will determine next steps which may include a value for money analysis, project scoping and a policy recommendation for City Council. While the data mining process is underway, Airport staff is advancing the environmental and planning work on the rental car facility that would need to be completed

regardless of which project delivery model is used. This planning is anticipated to take between 12 – 14 months.

PAST CITY COUNCIL ACTIONS

City Council Regular Meeting for June 25, 2025:

**SUBJECT:
ACCEPT REAPPOINTMENT TO AIRPORT COMMISSION**

RECOMMENDATION:

Accept the reappointment of Kevin Wiseman from the City of Palm Desert to the Airport Commission effective immediately for a term ending June 30, 2028.

Attachments

[Item 1B](#)

**SUBJECT:
APPROVAL OF AMENDMENT NO. 8 TO THE AIRPORT CAR RENTAL CONCESSION AGREEMENTS AND APPROVAL OF AMENDMENT NO. 9 FOR AVIS-BUDGET AIRPORT CAR RENTAL CONCESSION AGREEMENT AT PALM SPRINGS INTERNATIONAL AIRPORT**

RECOMMENDATION:

1. Approve Amendment No. 8 and Avis-Budget Amendment No. 9 to Airport car rental concession agreements doing business as car rental agencies at the Airport which includes:
 - Avis/Budget Car Rental, LLC (Amendment No. 9)
 - The Hertz Corporation (Amendment No. 8)
 - Enterprise Rent-A-Car, LLC dba Alamo Rent a Car / National Car Rental (Amendment No. 8)
 - Enterprise Rent-A-Car Company of Los Angeles (Amendment No. 8)
 - DTG Operations, Inc. dba Dollar Rent a Car /Thrifty Car Rental (Amendment No. 8)
2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1F](#)

**SUBJECT:
APPROVE COOPERATIVE PURCHASE AGREEMENT NO. 25C175 WITH CARAHSOFT TECHNOLOGY CORP. TO PROVIDE A COMMON/SHARED USE PASSENGER PROCESSING SYSTEM FOR THE PALM SPRINGS INTERNATIONAL AIRPORT**

RECOMMENDATION:

1. Approve Cooperative Purchase Agreement No. 25C175 with Carahsoft Technology Corp. to provide a Common/Shared Use Passenger Processing System for the Palm Springs International Airport for a five-year term beginning July 1, 2025, through June 30, 2030, in an amount not to exceed \$828,610.90.
2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1J](#)

SUBJECT:

APPROPRIATION OF FY 2024 SETTLEMENT AND AIRPORT REVENUE SHARING CREDITS TO SIGNATORY AIRLINES OPERATING AT PALM SPRINGS INTERNATIONAL AIRPORT PER THE TERMS OF THE AIRPORT USE AND LEASE AGREEMENT

RECOMMENDATION:

1. Approve appropriation and remittance of the FY 2024 Settlement and Airport Revenue Sharing credits to the Airport's seven Signatory Airlines; Air Canada, Alaska Airlines, American Airlines, Delta Air Lines, Southwest Airlines, United Airlines and WestJet (Signatory Airlines).
2. Authorize the City Manager or designee to remit payments to each Signatory Airline in the amounts calculated by the Airport and Finance Department.

Attachments

[1M OCR](#)

PUBLIC HEARINGS:

SUBJECT:

PUBLIC HEARING AND ADOPTION OF THE FY 2025-26 AND FY 2026-27 COMPREHENSIVE BUDGETS, PALM SPRINGS COMMUNITY REDEVELOPMENT SUCCESSOR AGENCY BUDGET, UPDATED STATUS OF ADOPTED 5-YEAR CAPITAL IMPROVEMENT PROGRAM, APPROPRIATIONS LIMIT, AND ALLOCATED POSITIONS AND COMPENSATION PLAN

RECOMMENDATION:

1. Open the public hearing and accept public testimony on the FY 2025–26 and FY 2026-27 Budgets.
2. Adopt Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, ADOPTING AN ALLOCATED POSITIONS AND COMPENSATION PLAN FOR FY 2025-26 AND FY 2026-27; AND ADOPTING THE PUBLICLY AVAILABLE PAY SCHEDULES;"
3. Adopt Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING A BUDGET FOR FY 2025- 26 AND FY 2026- 27 AND SUCH OTHER MATTERS AS REQUIRED;"
4. Adopt Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, ACTING SOLELY IN ITS CAPACITY AS THE SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE SUCCESSOR AGENCY BUDGET FOR FY 2025-26 AND FY 2026- 27, AND OTHER SUCH MATTERS AS REQUIRED;"
5. Adopt Resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, ADOPTING AN APPROPRIATIONS LIMIT FOR FY 2025-26 ENDING ON JUNE 30, 2026;" and

6. Direct the City Manager and Director of Finance and Treasurer to make the appropriate modifications to the Budget and prepare the final budget documents for FY 2025-26 and FY 2026-27.

Attachments

[Item 2C](#)

[City Council Regular Meeting for July 9, 2025:](#)

SUBJECT:

**ACCEPT APPOINTMENT TO AIRPORT COMMISSION AND RESIGNATION FROM THE MEASURE “J”
OVERSIGHT COMMISSION AND SUSTAINABILITY COMMISSION**

RECOMMENDATION:

1. Accept appointment of Phil Valdez, from the City of Indian Wells to the Airport Commission effective immediately for a term ending June 30, 2027.
2. Accept resignation of Lauren Wolfer, from the Measure “J” Oversight Commission, effective immediately.
3. Accept resignation of Roy Clark, from the Sustainability Commission, effective immediately.

Attachments

[Item 1B](#)

SUBJECT:

**REJECT ALL BIDS FOR THE AIRPORT FLOOR REPLACEMENT PROJECT, AIRPORT
PROJECT PSP-03**

RECOMMENDATION:

1. Reject the bid received on March 5, 2025 for the Airport Floor Replacement Project, Airport Project PSP-03 (the “Project”); and
2. Authorize Staff to rebid the Project.

Attachments

[Item 1F](#)

SUBJECT:

**AWARD OF A CONSTRUCTION CONTRACT TO SWINERTON BUILDERS IN THE AMOUNT
OF \$77,208,000 AND THE ACCEPTANCE OF THE FEDERAL AVIATION ADMINISTRATION
(FAA) AND TRANSPORTATION SECURITY ADMINISTRATION (TSA) GRANT AWARDS FOR
THE FUNDING OF THE PROJECT FOR AIRPORT BAGGAGE HANDLING SYSTEM IN-LINE
SCREENING (“PROJECT”), AIRPORT PROJECT PSP-04**

RECOMMENDATION:

1. Award a construction contract to Swinerton Builders, in the amount of \$77,208,000, for Airport Baggage Handling System In-Line Screening, Airport Project PSP-04;
2. Authorize the City Manager or designee to approve and execute construction contract change orders up to a total amount of \$7,720,800 with all change orders reported to the City Council;
3. Approve acceptance of Federal Aviation Administration (FAA) Airport Terminal Program (ATP) Grant No. 3-06-0181-070-2025 for Baggage Handling Airport Project in the amount of approximately \$6,000,000;
4. Approve acceptance of FAA Infrastructure Grant (AIG) Grant No. 3-06-0181-071-2025 for Baggage Handling Airport Project in the amount of approximately \$21,552,776;
5. Approve acceptance of FAA Airport Improvement Program (AIP) Grant No. 3-06-0181-072-2025 for Baggage Handling Airport Project in the amount of approximately \$7,963,213;
6. Approve acceptance of the Department of Homeland Security Transportation Security Administration Grant for the Airport Baggage Handling System in the amount of approximately \$24,184,932.24; and
7. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1L](#)

SUBJECT:

APPROVAL OF AMENDMENT NO. 3 TO SERVICES AGREEMENT NO. 23S080 WITH THE AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES TO PROVIDE MANDATED BACKGROUND VETTING AND COMPUTER-BASED TRAINING FOR THE PALM SPRINGS INTERNATIONAL AIRPORT

RECOMMENDATION:

1. Approve Amendment No. 3 to Services Agreement No. 23S080 with the American Association of Airport Executives to provide mandated background vetting and computer-based training for the Palm Springs International Airport for an additional amount of \$210,000 for a revised contract amount not to exceed \$355,675, and extend the contract term for two-years, July 1, 2023, through June 30, 2028.
2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1M](#)

SUBJECT:

APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 23S165 WITH APTAERO INC., FOR SOFTWARE AS A SERVICE FOR THE VISITOR PASS SUBSCRIPTION FOR THE PALM SPRINGS INTERNATIONAL AIRPORT

RECOMMENDATION:

1. Approve Amendment No. 3 to Software as a Service Agreement No. 23S165 with Aptaero, Inc. for an additional amount of \$118,120, and a revised contract amount not to exceed \$187,820,

for term of November 1, 2023 through June 30, 2028 for the Visitor Pass Subscription for the Palm Springs International Airport (Airport).

2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1Q](#)

Palm Springs International Airport

MONTHLY PASSENGER ACTIVITY REPORT - 2025									
	Enplaned			Deplaned			Total Passengers		
	2025	2024	% Change	2025	2024	% Change	2025	2024	% Change
January	175,563	167,926	4.5%	179,223	168,852	6.1%	354,786	336,778	5.3%
February	190,572	186,052	2.4%	196,425	196,544	-0.1%	386,997	382,596	1.2%
March	250,084	238,473	4.9%	243,366	234,499	3.8%	493,450	472,972	4.3%
April	210,574	202,219	4.1%	195,932	180,068	8.8%	406,506	382,287	6.3%
May	129,304	127,314	1.6%	119,704	119,176	0.4%	249,008	246,490	1.0%
June	73,003	68,656	6.3%	66,717	62,983	5.9%	139,720	131,639	6.1%
July		56,556	-100.0%		56,149	-100.0%	-	112,705	-100.0%
August		58,673	-100.0%		59,410	-100.0%	-	118,083	-100.0%
September		69,900	-100.0%		72,788	-100.0%	-	142,688	-100.0%
October		123,263	-100.0%		135,389	-100.0%	-	258,652	-100.0%
November		151,801	-100.0%		155,718	-100.0%	-	307,519	-100.0%
December		163,851	-100.0%		174,654	-100.0%	-	338,505	-100.0%
Year to Date	1,029,100	1,614,684	4.0%	1,001,367	1,616,230	4.5%	2,030,467	3,230,914	4.3%

Palm Springs International Airport

Best Month Comparison							
ENPLANEMENTS							
	2020	2021	2022	2023	2024	2025	Vs Best Mo
Jan	136,157	39,614	118,204	169,746	167,926	175,563	4.5%
Feb	156,909	57,530	142,206	184,973	186,052	190,572	2.4%
Mar	113,166	107,577	202,993	223,314	238,473	250,084	4.9%
Apr	5,811	111,376	185,946	200,753	202,219	210,574	4.1%
May	10,751	92,820	123,736	129,695	127,314	129,304	1.6%
Jun	14,827	66,885	73,861	71,635	68,656	73,003	6.3%
Jul	17,231	65,869	68,071	63,647	56,556		-100.0%
Aug	18,389	58,793	65,368	59,309	58,673		-100.0%
Sep	23,087	65,682	79,599	73,813	69,900		-100.0%
Oct	41,597	108,923	120,659	126,702	123,263		-100.0%
Nov	52,874	135,677	160,129	162,180	151,801		-100.0%
Dec	41,517	136,897	159,846	158,245	163,851		-100.0%
TOTAL	632,316	1,047,643	1,500,618	1,624,012	1,614,684	1,029,100	
% Chg.	-50.89%	65.68%	43.24%	8.22%	-0.57%		
TOTAL PASSENGERS							
	2020	2021	2022	2023	2024	2025	Vs Best Mo
Jan	276,099	79,082	237,388	341,656	336,778	354,786	5.3%
Feb	320,906	120,657	292,336	373,850	382,596	386,997	1.2%
Mar	198,850	214,477	403,883	450,146	472,972	493,450	4.3%
Apr	10,082	215,777	358,115	379,353	382,287	406,506	6.3%
May	19,154	174,535	233,239	246,186	246,490	249,008	1.0%
Jun	28,748	129,872	142,524	138,461	131,639	139,700	6.1%
Jul	33,776	129,463	133,664	124,336	112,705		-100.0%
Aug	36,482	117,952	129,952	119,256	118,083		-100.0%
Sep	47,915	136,666	162,834	151,561	142,688		-100.0%
Oct	88,777	225,991	247,457	259,808	258,652		-100.0%
Nov	108,043	271,944	319,237	327,470	307,519		-100.0%
Dec	83,262	276,527	321,215	325,242	338,505		-100.0%
TOTAL	1,252,094	2,092,943	2,981,844	3,237,325	3,230,914	2,030,447	
% Chg.	51.17%	67.16%	42.47%	8.57%	-0.20%		

Palm Springs International Airport

ENPLANED & DEPLANED PASSENGERS - FY24-25

ENPLANED PASSENGERS

Airlines	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD
Air Canada	-	-	-	429	1,722	5,539	5,810	6,524	8,291	6,984	-	-	35,299
Alaska	10,396	10,382	10,857	24,171	33,957	33,427	35,771	37,985	45,559	43,983	26,278	14,681	327,447
American	10,690	13,027	15,109	21,444	23,050	24,052	24,595	26,930	36,067	34,247	22,482	16,868	268,561
Avelo Air	601	570	64	463	1,769	2,301	1,644	1,734	3,436	2,786	645	130	16,143
Delta Air	-	-	314	4,051	6,126	10,319	17,076	18,154	20,258	16,166	3,290	171	95,925
SkyWest (Delta Connection)	3,943	3,846	4,569	5,021	4,916	4,907	3,750	3,504	5,265	5,580	5,841	5,554	56,696
SkyWest (United Express)	8,196	7,060	5,639	6,680	10,770	9,695	10,978	9,819	11,066	14,901	10,768	7,981	113,553
SkyWest (American Air)	5,661	4,407	4,056	4,815	5,576	5,628	3,669	3,570	3,677	3,553	5,620		50,232
Southwest Air	14,158	12,399	13,589	20,730	24,115	22,219	23,605	27,956	42,189	32,664	27,767	16,176	277,567
United	-	3,872	10,878	19,131	15,699	20,324	22,093	23,296	36,612	21,244	13,663	3,349	190,161
WestJet	2,911	3,082	4,207	12,585	19,178	17,617	17,599	19,940	22,961	18,255	9,154	3,210	150,699
Allegiant Air	-	-	-	1,215	1,697	1,965	1,869	1,858	2,732	2,713	1,043	-	15,092
Flair	-	-	-	-	-	-	-	703	1,572	377	-	-	2,652
Frontier	-	-	-	-	-	1,398	2,611	3,414	3,977	2,764	965	914	16,043
Porter	-	-	-	-	-	692	989	994	1,282	769	-	-	4,726
MN Airlines (Sun Country)	-	28	618	2,528	3,226	3,768	3,504	4,191	5,140	3,501	1,788	253	28,545
Charters	-	-	-	-						87			87
TOTAL ENPLANED	56,556	58,673	69,900	123,263	151,801	163,851	175,563	190,572	250,084	210,574	129,304	69,287	1,649,428

DEPLANED PASSENGERS

Airlines	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FYTD
Air Canada	-	-	-	772	2,099	5,333	5,629	7,049	7,558	5,497	-	-	33,937
Alaska	10,629	10,965	11,618	28,302	35,086	34,665	37,135	39,126	46,230	40,592	22,990	13,634	330,972
American	10,441	13,014	16,659	22,997	21,318	24,361	24,613	26,486	32,728	31,772	22,199	15,801	262,389
Avelo Air	586	576	42	563	1,991	2,374	1,728	1,742	3,465	2,688	605	125	16,485
Delta Air	-	-	430	4,351	6,481	11,996	18,223	18,154	20,255	14,142	2,944	146	97,122
SkyWest (Delta Connection)	3,870	3,829	5,028	5,611	4,991	5,013	3,999	3,541	5,247	5,347	5,437	5,014	56,927
SkyWest (United Express)	8,097	7,148	5,668	6,874	11,022	10,273	10,325	10,031	10,309	14,198	10,179	7,526	111,650
SkyWest (American Air)	5,413	4,593	3,157	4,212	6,462	6,311	4,053	3,818	3,848	3,677	5,288		50,832
Southwest Air	14,150	12,252	13,669	22,180	25,889	24,167	23,078	28,858	41,277	31,641	27,565	14,234	278,960
United	-	3,947	10,878	19,131	15,822	23,036	22,264	24,446	36,056	23,876	11,836	3,424	194,716
WestJet	2,963	3,059	4,980	15,666	19,196	18,396	19,025	21,325	22,402	13,587	7,407	2,542	150,548
Allegiant Air	-	-	-	1,681	1,742	2,137	1,854	2,102	2,705	2,291	829	-	15,341
Flair	-	-	-	-	-	-	-	796	1,228	144	-	-	2,168
Frontier	-	-	-	-	-	1,430	2,194	2,991	3,652	2,759	923	695	14,644
Porter	-	-	-	-	-	1,008	1,074	1,220	1,204	701		-	5,207
MN Airlines (Sun Country)	-	27	659	3,049	3,619	4,154	4,029	4,740	5,202	2,941	1,502	253	30,175
Charters	-	-	-							79			79
TOTAL DEPLANED	56,149	59,410	72,788	135,389	155,718	174,654	179,223	196,425	243,366	195,932	119,704	63,394	1,652,152

TOTAL E & D	112,705	118,083	142,688	258,652	307,519	338,505	354,786	386,997	493,450	406,506	249,008	132,681	3,301,580
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Palm Springs International Airport

ACTIVITY BY AIRLINE June 2025

AIRLINES	Enplaned			Deplaned			Total			(E & D)
	2025	2024	% Change	2025	2024	% Change	2025	2024	% Change	Market Share
Air Canada	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Alaska	14,681	10,396	41.2%	13,634	10,629	28.3%	28,315	21,025	34.7%	20.3%
American	16,868	10,690	57.8%	15,801	10,441	51.3%	32,669	21,131	54.6%	23.4%
Avelo	130	601	-78.4%	125	586	-78.7%	255	1,187	-78.5%	0.2%
Delta Air	171	-	100.0%	146	-	100.0%	317	-	100.0%	0.2%
SkyWest (Delta Connection)	5,554	3,943	40.9%	5,014	3,870	29.6%	10,568	7,813	35.3%	7.6%
SkyWest (United Express)	7,981	8,196	-2.6%	7,526	8,097	-7.1%	15,507	16,293	-4.8%	11.1%
SkyWest (AA)	3,716	5,661	-34.4%	3,323	5,413	-38.6%	7,039	11,074	-36.4%	5.0%
Southwest Air	16,176	14,158	14.3%	14,234	14,150	0.6%	30,410	28,308	7.4%	21.8%
United	3,349	3,119	7.4%	3,424	3,384	1.2%	6,773	6,503	4.2%	4.8%
WestJet	3,210	2,911	10.3%	2,542	2,963	-14.2%	5,752	5,874	-2.1%	4.1%
Allegiant Air	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Flair	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Frontier	914	-	0.0%	695	-	0.0%	1,609	-	0.0%	1.2%
Porter	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
MN Airlines (Sun Country)	253	-	#DIV/0!	253	-	#DIV/0!	506	-	#DIV/0!	0.4%
Charters	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
TOTAL	73,003	59,675	22.3%	66,717	59,533	12.1%	139,720	119,208	17.2%	100.0%

PASSENGER ACTIVITY REPORT - FISCAL YEAR COMPARISON

	ENPLANED PASSENGERS							DEPLANED PASSENGERS							TOTAL PASSENGERS						
	FY '24-'25	% CHANGE	FY '23-'24	% CHANGE	FY '22-'23	% CHANGE	FY '21 -'22	FY '24 -'25	% CHANGE	FY '23-'24	% CHANGE	FY '22-'23	% CHANGE	FY '21 -'22	FY '24-'25	% CHANGE	FY '23-'24	% CHANGE	FY '22-'23	% CHANGE	FY '21 -'22
July	56,556	↓ -11%	63,647	↓ -6%	68,071	↑ 3%	65,869	56,149	↓ -7.48%	60,689	↓ -7%	65,593	↑ 3%	63,594	112,705	↓ -9%	124,336	↓ -7%	133,664	↑ 3%	129,463
August	58,673	↓ -1%	59,309	↓ -9%	65,368	↑ 11%	58,793	59,410	↓ -0.90%	59,947	↓ -7%	64,584	↑ 9%	59,159	118,083	↓ -1%	119,256	↓ -8%	129,952	↑ 10%	117,952
September	69,900	↓ -5%	73,813	↓ -7%	79,599	↑ 21%	65,682	72,788	↓ -6.38%	77,748	↓ -7%	83,235	↑ 17%	70,984	142,688	↓ -6%	151,561	↓ -7%	162,834	↑ 19%	136,666
October	123,263	↓ -3%	126,702	↑ 5%	120,659	↑ 11%	108,923	135,389	↑ 1.72%	133,106	↑ 5%	126,798	↑ 8%	117,068	258,652	↓ 0%	259,808	↑ 5%	247,457	↑ 9%	225,991
November	151,801	↓ -6%	162,180	↑ 1%	160,129	↑ 18%	135,677	155,718	↓ -5.79%	165,290	↑ 4%	159,108	↑ 17%	136,267	307,519	↓ -6%	327,470	↑ 3%	319,237	↑ 17%	271,944
December	163,851	↑ 4%	158,245	↓ -1%	159,846	↑ 17%	136,897	174,654	↑ 4.59%	166,997	↑ 3%	161,369	↑ 16%	139,630	338,505	↑ 4%	325,242	↑ 1%	321,215	↑ 16%	276,527
January	175,563	↑ 5%	167,926	↓ -1%	169,746	↑ 44%	118,204	179,223	↑ 6.14%	168,852	↓ -2%	171,910	↑ 44%	119,184	354,786	↑ 5%	336,778	↓ -1%	341,656	↑ 44%	237,388
February	190,572	↑ 2%	186,052	↑ 1%	184,973	↑ 30%	142,206	196,425	↓ -0.06%	196,544	↑ 4%	188,877	↑ 26%	150,130	386,997	↑ 1%	382,596	↑ 2%	373,850	↑ 28%	292,336
March	250,084	↑ 5%	238,473	↑ 7%	223,314	↑ 10%	202,993	243,366	↑ 3.78%	234,499	↑ 3%	226,832	↑ 13%	200,890	493,450	↑ 4%	472,972	↑ 5%	450,146	↑ 11%	403,883
April	210,574	↑ 4%	202,219	↑ 1%	200,753	↑ 8%	185,946	195,932	↑ 8.81%	180,068	↑ 1%	178,600	↑ 4%	172,169	406,506	↑ 6%	382,287	↑ 1%	379,353	↑ 6%	358,115
May	129,304	↑ 2%	127,314	↓ -2%	129,695	↑ 5%	123,736	119,704	↑ 0.44%	119,176	↑ 2%	116,491	↑ 6%	109,503	249,008	↑ 1%	246,490	↑ 0%	246,186	↑ 6%	233,239
June	73,003	↑ 6%	68,656	↓ -4%	71,635	↓ -3%	73,861	66,717	↑ 5.93%	62,983	↓ -6%	66,826	↓ -3%	68,663	139,720	↑ 6%	131,639	↓ -5%	138,461	↓ -3%	142,524
YTD	1,653,144	↑ 1%	1,634,536	↑ 0%	1,633,788	↑ 15%	1,418,787	1,655,475	↑ 2%	1,625,899	↑ 1%	1,610,223	↑ 14%	1,407,241	3,308,619	↑ 1.5%	3,260,435	↑ 1%	3,244,011	↑ 15%	2,826,028



City of Palm Springs

Department of Human Resources
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Tel: 760-323-8215 • Fax: 760-322-8287 • TDD (760)864-9527

DATE: July 10, 2025
TO: Harry Barrett, Executive Director of Aviation
FROM: Paola Rafael, Human Resources Specialist
SUBJECT: Department of Aviation Recruitment Activity Report

MEMORANDUM

The following is a summary of recruitment activity for the Department of Aviation.

I. DEPARTMENT OF AVIATION POSITION ALLOCATION CHANGES FY25-26

The Department of Aviation added six full-time equivalent (FTE) positions for Fiscal Year 2025–2026, increasing the department’s total number of FTEs from 107.5 to 113.5. This increase will be reflected in a higher number of vacancies. The newly added positions are as follows:

- Airport Operations Supervisor
- Maintenance Electrician
- Maintenance Technician II (2.0)
- Custodian (2.0)

II. UNFILLED AND FILLED POSITIONS

Department of Aviation Unfilled and Filled Position Totals by Month		
	Unfilled	Filled
June 2025	14.5	93.0
July 2025	20.0	93.5

Department of Aviation Funded - Unfilled and Filled Position Totals by Month		
	Unfilled	Filled
June 2025	3.0	30.0
July 2025	3.0	30.0

Please refer to Attachment 1, for a complete list of unfilled and filled positions.

ITEM 13.C

III. ACTIVE RECRUITMENTS

POSITION TITLE	RECRUITMENT OPEN DATE
Airport Security Supervisor	July 2025
Airport Emergency Planning Administrator (Current Step: Examination)	06/10/2025
POSITION TITLE	TENTATIVE START DATE
Airport Operations Supervisor (Current Step: Departmental Interview)	July 2025
Executive Administrative Assistant (Current Step: Departmental Interview)	August 2025
Maintenance Electrician (Current Step: Departmental Interview)	August 2025
Maintenance Technician II (2.0) (Current Step: Departmental Interview)	August 2025

IV. VACANT POSITIONS BY CATEGORY

- **Middle Management (6.0)**
 - Airport Emergency Planning Administrator
 - Airport Operations Supervisor
 - Airport Security Supervisor
 - Business Intelligence Developer
 - Executive Administrative Assistant
 - Learning and Leadership Program Manager
- **Frontline (17.0)**
 - Airport Operations Specialist I (2.0)
 - Climate Action and Sustainability Specialist
 - Commercial Vehicle Operator (5.0)
 - Custodian (3.0)
 - Fire Prevention Specialist
 - Maintenance Electrician
 - Maintenance Technician I
 - Maintenance Technician II (2.0)
 - Maintenance Worker, Lead

Positions highlighted in yellow are in the recruitment process as noted in Section III.

Sincerely,

Paola Rafael

PAOLA RAFAEL

Human Resources Specialist

Attachment #1

CITY OF PALM SPRINGS FY2025-26 Aviation Funded Position Allocation & Vacancy Report

<i>Dept./Classification</i>	<i>Vacant</i>	<i>Filled</i>	<i>Allocated Positions</i>
AVIATION			113.5
<i>Airport Administration</i>		<i>Section Total</i>	19.0
Executive Director PS International Airport	0.0	1.0	1.0
Assistant Airport Director	0.0	2.0	2.0
Airport Safety Management Systems Manager	0.0	1.0	1.0
Airport Emergency Planning Administrator	1.0	0.0	1.0
Deputy Director of Capital Development	0.0	1.0	1.0
Aviation Planner	0.0	1.0	1.0
Business Intelligence Developer	1.0	0.0	1.0
Innovation & Strategic Implementation Administrator	0.0	1.0	1.0
Project Manager	0.0	1.0	1.0
Executive Program Administrator	0.0	2.0	2.0
Executive Administrative Assistant	1.0	0.0	1.0
Deputy Director of Aviation - Marketing	0.0	1.0	1.0
Marketing & Communications Specialist	0.0	2.0	2.0
Administrative Specialist	0.0	1.0	1.0
Administrative Assistant	0.0	2.0	2.0
<i>Control Center Operations</i>		<i>Section Total</i>	40.0
Airport Operations Manager	0.0	2.0	2.0
Airport Security Supervisor	1.0	0.0	1.0
Airport Security Manager	0.0	1.0	1.0
Airport Operations Supervisor	1.0	4.0	5.0
Airport Operations Specialist II	0.0	4.0	4.0
Airport Operations Specialist I	2.0	13.0	15.0
Airport Operations Aide	0.0	12.0	12.0
<i>Terminal Operations</i>		<i>Section Total</i>	54.5
Maintenance Superintendent	0.0	1.0	1.0
Maintenance Supervisor	0.0	4.0	4.0
Maintenance Coordinator	0.0	2.0	2.0
Maintenance Electrician	1.0	1.0	2.0
Maintenance Electrician HVAC	0.0	2.0	2.0
Maintenance Technician, Senior	0.0	1.0	1.0
Maintenance Technician II	2.0	3.0	5.0
Maintenance Technician I	1.0	3.0	4.0
Maintenance Worker, Lead	1.0	1.0	2.0
Maintenance Worker I	0.0	8.0	8.0
Industrial Technician, Lead	0.0	1.0	1.0
Industrial Technician	0.0	4.0	4.0
Commercial Vehicle Operator	5.0	0.0	5.0
Custodian	3.0	10.5	13.5
	<i>Vacant</i>	<i>Filled</i>	<i>Allocated</i>

CITY OF PALM SPRINGS FY2025-26 Aviation Funded Position Allocation & Vacancy Report

<i>Dept./Classification</i>	<i>Vacant</i>	<i>Filled</i>	<i>Allocated Positions</i>
Totals	20.0	93.5	113.5
ENGINEERING SERVICES			1.0
<i>Engineering Services</i>		<i>Section Total</i>	<i>1.0</i>
Civil Engineer, Senior (funded in Aviation)	0.00	1.00	1.0
FINANCE & TREASURY			1.0
<i>Accounting & Accounts Receivable</i>		<i>Section Total</i>	<i>1.0</i>
Accountant (funded in Aviation)	0.00	1.00	1.0
FIRE			13.0
<i>Fire Administration</i>		<i>Section Total</i>	<i>1.0</i>
Fire Prevention Specialist	1.0	0.0	1.0
<i>Airport Rescue Firefighting</i>		<i>Section Total</i>	<i>12.0</i>
Fire Captain	0.0	3.0	3.0
Fire Engineer (includes Paramedic classification)	0.0	9.0	9.0
HUMAN RESOURCES			2.0
<i>Human Resources</i>		<i>Section Total</i>	<i>1.0</i>
Human Resources Specialist (funded in Aviation)	0.0	1.0	1.0
<i>Worker's Compensation</i>		<i>Section Total</i>	<i>1.0</i>
Learning and Leadership Program Manager (funded in Aviation)	1.0	0.0	1.0
INFORMATION TECHNOLOGY			5.0
<i>Information Technology</i>		<i>Section Total</i>	<i>5.00</i>
Information Technology Network Engineer (Funded in Aviation)	0.0	1.0	1.0
Information Technology Technician (Funded in Aviation)	0.0	4.0	4.0
POLICE			10.0
<i>Airport Security</i>		<i>Section Total</i>	<i>10.0</i>
Police Officer (Aviation - TSA) (includes Senior & Master Officer classifications)	0.0	2.0	2.0
Police Officer (Aviation) (includes Senior & Master Officer classifications)	0.0	7.0	7.0
Police Sergeant (Aviation) (includes Sergeant II & III classifications)	0.0	1.0	1.0
SUSTAINABILITY			1.0
<i>Office of Sustainability</i>		<i>Section Total</i>	<i>1.0</i>
Climate Action and Sustainability Specialist (funded in Aviation)	1.00	0.00	1.0
Totals	23.0	123.5	146.5

REV 7/10/25

REQUEST FOR PROPOSAL (RFP) & INVITATION FOR BID (IFB) UPDATE

Posted on Planetbids – Award Pending

- 1. Project Title:** 8 Plug-In Electric Trucks for Palm Springs International Airport
Bid Posting Date: 05/20/2025 8:20 AM (PDT)
Bid Due Date: 06/17/2025 2:00 PM (PDT)
Project Type: IFB

Upcoming RFP & IFB to be Posted on Planetbids

- **Project Title (Project Type):**
 1. Glass/Mirror Replacement (IFB)
 2. High Voltage Services (IFB)
 3. Parking Access Revenue and Control System (PARCS) (RFP)
 4. Escalators Replacement (RFP)
 5. Installation of EV Chargers (IFB)
 6. Portable office buildings (IFB)
 7. Advertising Agency (RFP)
 8. Electrical parts supply (IFB)

(Contracts over \$150K must be approved by City Council and updates are subject to change)



palm springs
INTERNATIONAL AIRPORT

RECEIVE AND FILE

DATE: JULY 16, 2025

SUBJECT: ADJUST ADMINISTRATIVE FEE TO CUSTOMS FEES AT THE PALM SPRINGS INTERNATIONAL AIRPORT

FROM: Harry Barrett, Jr., Executive Director of Aviation

BACKGROUND:

The Palm Springs International Airport (Airport / PSP) is classified as a User Fee Airport. There are over 60 designated User Fee Airports across the United States. In addition to PSP, other Southern California airports that are User Fee Airports include San Bernardino International Airport (SBD), Ontario International Airport (ONT), McClellan-Palomar Airport (CRQ), Van Nuys Airport (VNY), John Wayne Airport (SNA), as well as Fresno Yosemite International Airport (FAT) in Central California.

A User Fee Airport is a U.S. airport designated by Customs and Border Protection (CBP) to receive international flights. User Fee Airports do not have enough international traffic to justify full-time customs staff, so the airport pays a fee to CBP to provide inspection services. User Fee Airport custom and inspection services are governed by Title 19 CFR, Part 122, specifically 19 U.S.C. 58b, unless amended by future legislation to the Trade and Tariff Act of 1984.

PSP has a limited number of CBP employees facilitating customs and federal inspection services. PSP must pay CBP for all costs associated with these services at the Airport. Private flights requiring Customs and Inspection services are coordinated through the Airport's Fixed Base Operators (FBOs) Atlantic Aviation and Signature Aviation. Both FBOs submit customs fees collected on a monthly basis (Fund 415).

According to staff in the U.S. Customs and Border Protection regional office in Los Angeles, the last time Customs Federal Inspection Fees were updated for PSP was November 1, 2017. The CBP staff went on to say, "While the CFR does limit the amount of money you can collect for certain conveyances, they are not limited to only collecting that amount of money for each. Many user fee airports distribute the cost of doing business to their customers in unique and diverse ways. As long as the airport is clear that the charges are not mandatory US government costs, you can charge any fee, at any rate you deem necessary for your business model. Some examples include increased cost-per-gallon of fuel for international flights, or an administrative fee percentage above CBP's standard bill for services."

The current Customs Federal Inspection Fees at PSP have remained the same for at least the past 7.5 years as confirmed by CBP and reflected in Table 1.

Table 1

CUSTOMS FEDERAL INSPECTION FEES		
Small (Single Engine, Light Twin, Small Helicopter)	per arrival	\$84
Medium (Light BizJets, Twin Engine Turbine Jets)	per arrival	\$279
Large (Larger/Heavy Corporate Jets)	per arrival	\$362
Heavy (Greater than 300K Take-off Weight)	per arrival	\$472
International Freight Entry	per entry	\$56
Overtime Fees		
Small (Single Engine, Light Twin, Small Helicopter)	per arrival	\$168
Medium (Light BizJets, Twin Engine Turbine Jets)	per arrival	\$558
Large (Larger/Heavy Corporate Jets)	per arrival	\$724
*Non-regular Hours Fees	per hour	\$112

STAFF ANALYSIS:

For the past four Fiscal Years (FY), the amount collected (revenues) by the FBOs has remained consistent, as reflected in Table 2.

Table 2

REVENUES 415-38165				
COMPANY	FY2022	FY2023	FY2024	FY2025
Atlantic Aviation	\$ 61,922.00	\$ 66,614.00	\$ 62,850.00	\$ 70,353.00
Signature Aviation	\$ 377,120.00	\$ 370,531.00	\$ 385,441.00	\$ 372,383.00
TOTAL	\$ 439,042.00	\$ 437,145.00	\$ 448,291.00	\$ 442,736.00

Conversely, the amount charged (expenses) by the CBP has been inconsistent, as reflected in Table 3.

Table 3

EXPENSES 4157060				
ORGANIZATION	FY2022	FY2023	FY2024	FY2025
Customs and Border Protection	\$370,055.59	\$292,600.51	\$295,573.56	\$267,757.06
IT2 Source LLC	\$0.00	\$0.00	\$36,514.07	\$13,285.64
Fire Protection Service Corporation	\$0.00	\$0.00	\$806.10	\$2,079.91
O'Linn Executive Security Service	\$482.90	\$439.00	\$0.00	\$0.00
TOTAL	\$370,538.49	\$293,039.51	\$332,893.73	\$283,122.61

In determining the root cause of the inconsistency of expenses charged for customs and federal inspection services at PSP, we need to analyze the cost per customs flight, as reflected in Table 4.

Table 4

CUSTOMS FLIGHTS	FY2022	FY2023	FY2024	*FY2025
AIRCRAFT TYPE	FBOs	FBOs	FBOs	FBOs
Small (Single Engine, Light Twin, Small Helicopter)	2	2	2	2
Medium (Light BizJets, Twin Engine, Turbine Jets)	694	576	610	580
Large (Larger/Heavy Corporate Jets)	653	691	767	766
Heavy (Greater than 300k Take-off Weight)	40	51	0	0
Freight	0	0	0	0
TOTAL	1389	1320	1379	1348
CUSTOMS EXPENSES	\$370,538	\$293,040	\$332,894	\$283,123
EXPENSES PER CUSTOMS FLIGHT	\$266.77	\$222.00	\$241.40	\$210.03

NOTE: * June 2025 estimate as final numbers are not yet reported

After further analysis, it has been determined that a possible root cause of the inconsistent charging of expenses is due to delays in invoicing of expenses. Over the past four years, the average expense per flight requiring customs and federal inspection services is \$235.39 per flight.

Recording of revenues as reported by the FBOs is a more reliable process. In analyzing the revenues over the past four years, the average revenue per flight requiring customs and federal inspection services is \$325.09 per flight.

FISCAL IMPACT:

Though the amount of fees collected have, so far, exceeded the expenses associated with the Customs and Inspection Services at PSP, the Airport is considering adjusting the administration fee, equal to the most recent April Consumer Price Index (CPI) calculation. The three percent (3%) administration fee would be added to all customs fees charged at PSP. The administration fees will be used to cover any capital investment in FIS at the Airport and improvements to the small runway 31R-13L, used for general aviation landings or any increase in expenses charged by CBP. The proposed administration fee is reflected in Table 5.

Table 5

CUSTOMS FEDERAL INSPECTION FEES		ADMIN FEE
Small (Single Engine, Light Twin, Small Helicopter)	per arrival	\$84 \$2.52
Medium (Light BizJets, Twin Engine Turbine Jets)	per arrival	\$279 \$8.37
Large (Larger/Heavy Corporate Jets)	per arrival	\$362 \$10.86
Heavy (Greater than 300K Take-off Weight)	per arrival	\$472 \$14.16
International Freight Entry	per entry	\$56 \$1.68
Overtime Fees		
Small (Single Engine, Light Twin, Small Helicopter)	per arrival	\$168 \$5.04
Medium (Light BizJets, Twin Engine Turbine Jets)	per arrival	\$558 \$16.74
Large (Larger/Heavy Corporate Jets)	per arrival	\$724 \$21.72
*Non-regular Hours Fees	per hour	\$112 \$3.36

With the implementation of the proposed 3% administration fee and based upon the FY 2025 flight activity requiring customs and federal inspection services, the Airport is expected to collect an additional \$13,178 to Airport Fund 415.38165 – Customs Fees.

A handwritten signature in black ink, appearing to read 'H. Barrett, Jr.', with a horizontal line extending from the end of the signature.

Harry Barrett, Jr., A.A.E.

Executive Director of Aviation



RECEIVE AND FILE

DATE: JULY 16, 2025

SUBJECT: TAXICAB FEE PRESENTATION (JUNE 18, 2025)

FROM: Harry Barrett, Jr., Executive Director of Aviation

BACKGROUND:

Prior to the Airport Commission meeting on Wednesday, June 18, 2025, the Airport was made aware of the implementation of a \$25 flat fee for taxi rides originating at the Airport. This new flat fee was included in the SunLine Services Group (SSG) Ordinance No. 2025-02. Ordinance No. 2025-02 which replaced the prior SSG Ordinance No. 2025-01.

The new ordinance added language under Section 1.070 (Rates) that allows for the following:

“For trips originating at either the Palm Springs International Airport or Acrisure Arena, a Permittee may charge customers a maximum flat fee of \$25, inclusive of any airport fees. A trip that exceeds \$25 would be charged based on the meter rate after the maximum flat fare has been charged.”

SSG Board Member Glenn Miller moved to approve the First Reading of SSG Ordinance No. 2025-02 on March 26, 2025. The motion was approved 9 yes, 0 no, 0 abstain.

SSG Board Member Daniel Pitts moved to approve the Second Reading of SSG Ordinance No. 2025-02 on April 23, 2025. The motion was approved 9 yes, 0 no, 0 abstain.

As a result of recent actions, the implementation of the new maximum flat fee has resulted in traveler complaints at the Airport. One of the common traveler complaints involves not being advised of the new maximum flat fee prior to entering the taxicab.

ACTIONS TAKEN:

SunLine Transit Agency

The Airport met with staff members of SunLine on Wednesday, July 2, 2025, to discuss the process by which the new ordinance was adopted. SunLine acknowledged that they did not reach out to all stakeholders who would be impacted by this new flat fee prior to its implementation. SunLine has committed to being more proactive in engaging community stakeholders in the future.

Taxicab Companies

The Airport met with the owner/operators of the four taxicab companies (City Cab, Coachella Valley Taxi, Palm Springs Taxi, Yellow Cab of the Desert) on Tuesday, July 8, 2025 to discuss the implementation of the new maximum flat fee, the taxicab Flywheel™ application, the proposed ground transportation fee increase, and the new Airport Landside Division.

All the taxicab owners acknowledged that there was a breakdown in communicating the new maximum flat fee to the Airport as well as to travelers. They share SunLine's commitment to being more engaged with the Airport on decisions that impact the traveler experience.

STAFF ANALYSIS:

SunLine indicated that the change to Ordinance No. 2025-02 was in response to requests made by the Taxicab owner/operators. The owners were addressing driver complaints regarding short-distance trips / small fares. The taxicab drivers also wanted to be able to use E-Hail applications to generate more revenue. SunLine did indicate that the ordinance does have the flexibility for the fare from the Airport to be either new flat fee or meter.

SunLine has recently completed an audit of all taxicabs to ensure that adequate signage is properly displayed on and inside each vehicle. In addition, SunLine has advised all taxicab companies that they must include language on their website in addition to being included in the Flywheel™ application regarding the new flat fee versus meter.

SunLine will continue to work with the Taxicab companies and the Airport on the implementation of the new flat fee. In addition to engaging with the community, SunLine recommended meeting with the Airport on a quarterly basis.

The Airport Landside Division will perform periodic inspections of taxicabs, their websites, and the Flywheel™ application to ensure compliance with the SSG Ordinance and City of Palm Springs Municipal Code regarding ground transportation operations at the Airport.

The Airport will also evaluate the posting of signage at the Taxi stand advising travelers of the new SSG Ordinance and the new flat fare versus meter option available to taxi drivers / riders. It was suggested that the Airport reach out to Flywheel™ to see if they would like to promote their app via the Airport's advertising partner, Fuse Connect LLC.

The Airport presented to the Taxicab owner/operators the proposal of increasing the ground transportation fees for standard pick-up and pre-arranged appointments by taxicabs at the Palm Springs International Airport. This proposal was presented to the Airport Commission on June 18, 2025 with no action to be taken at that time.

The Taxicab owner/operators provided their feedback on the proposal. The consensus was that this fee increase would have a negative impact on their operations and the earning potential of the taxicab drivers. Any increase in Airport fees would have to be absorbed into the new flat fee.

For context, on July 1, 2023, the Airport Ground Access fee was transitioned into a Taxicab Ground Transportation Fee and the amount was increased to \$3.25 for each standard pick-up or pre-arranged appointment. In addition to each Taxicab company paying a \$300 annual company fee, Taxicab companies are required to pay a \$120 annual vehicle fee and a \$35 transponder fee for each vehicle.

On April 9, 2025, the City Council approved a 33% increase in the Transportation Network Company (TNC) Fees from \$3.00 to \$4.00 for each pick-up and drop-off by any TNC operating at the Airport. The TNC Ground Transportation Fee increase went into effect on May 1, 2025 with the adoption of a new TNC Operating Permit Agreement.

The total fees collected for Fiscal Years (FY) 2022, 2023, 2024 and estimated FY 2025 are reflected in Table 1.

Table 1

TAXICAB FEES	FY2022	FY2023	FY2024	EST. FY2025
CITY CAB	\$54,625	\$37,173	\$81,904	\$67,123
COACHELLA VALLEY TAXI LLC	\$66,045	\$44,773	\$98,226	\$92,898
PALM SPRINGS TAXI	Started September 2024			\$35,178
YELLOW CAB OF THE DESERT	\$66,853	\$44,605	\$68,834	\$56,690
SUB-TOTAL	\$187,523	\$126,550	\$248,963	\$251,889
TNC FEES	FY2022	FY2023	FY2024	EST. FY2025
LYFT	\$274,530	\$428,562	\$367,149	\$367,000
UBER	\$611,271	\$714,009	\$861,741	\$981,576
SUB-TOTAL	\$885,801	\$1,142,571	\$1,228,890	\$1,348,576
TOTAL FEES	\$1,073,324	\$1,269,121	\$1,477,853	\$1,600,465

NOTE: Annual Vehicle and Transponder Fees are not included in Table 1.

The taxicab industry in the Coachella Valley has experienced a decline in ridership due to the Transportation Network Companies (TNCs) like Uber and Lyft as reflected in Table 2.

Table 2

MODE OF TRANSPORTATION	CY2021	%	CY2022	%	CY2023	%	CY2024	%
TNC (PICK-UP / DROP-OFF)	185,014	44%	340,353	53%	394,626	55%	419,310	55%
CAR RENTALS	174,960	41%	227,405	35%	258,670	36%	262,484	34%
TAXI (RIDES)	57,715	14%	67,483	11%	58,474	8%	72,916	10%
COMMERICAL CHARTER	4,792	1%	5,921	1%	6,397	1%	7,241	1%
BUS	39	0%	111	0%	233	0%	208	0%
PEER-TO-PEER (TURO)	Started December 2023				134	0%	1,781	0%
TOTAL ACTIVITY	422,520		641,273		718,534		763,940	
ENPLANED PASSENGERS	1,047,643		1,500,618		1,624,012		1,606,281	
DEPLANED PASSENGER	1,045,300		1,481,226		1,613,313		1,607,682	
TOTAL PASSENGERS	2,092,943		2,981,844		3,237,325		3,213,963	

FISCAL IMPACT:

All commercial ground transportation providers at the Airport, including Taxicabs, Commercial Transportation, Car Rentals, and TNCs are required to pay fees to operate. The Airport Fee Schedule as of March 1, 2025, as published on the Airport website, accurately reflects the fees being collected.

With the proposed increase in the Taxicab Ground Transportation Fee for each standard and pre-arranged pick-up at the Airport, the estimated revenue from Taxicab operations will be approximately \$285,000 for FY26 (an increase of \$38,000 or 15% over FY25). This increase in the Airport Fund 415.38145 will enable the Airport to invest in airport operations, customer experience, and capital improvements.

Should it be proposed that all Ground Transportation Fees for each pick-up at the Airport be the same for both Taxicabs and TNCs, the estimated revenue from Taxicab operations will be approximately \$305,000 for FY26 (an increase of \$58,000 or 23% over FY25). This increase in the Airport Fund 415.38145 will enable the Airport to invest in airport operations, customer experience, and capital improvements.

A handwritten signature in blue ink, appearing to read 'H. Barrett, Jr.', with a stylized flourish extending to the right.

Harry Barrett, Jr., A.A.E.
Executive Director of Aviation

Committee Descriptions and Responsibilities

Per Municipal Code § 2.16.040, the Commission Chairperson shall have the authority to appoint and affix the membership of such number of standing and temporary committees as he or she may find expedient for the performance of its duties.

Per Municipal Code § 2.16.060, the Commission shall be advisory to the Palm Springs City Council and shall have the duty and power to advise the City Council.

Noise Committee:

Per Municipal Code § 2.16.042, the Noise Committee is a standing subcommittee of the Airport Commission, established to support the Airport Commission's mission of balancing airport operations with the quality of life of residents in the surrounding communities. The chairperson for the Commission shall appoint the members, giving preference to commissioners living in Compatibility Zones A through E as identified on the Airport Compatibility Plan of the City of Palm Springs General Plan. The Noise Committee is composed of five current Airport Commissioners, including at least two members representing the City of Palm Springs and one representing the City of Cathedral City.

The primary responsibility of the Noise Committee is to review, analyze, and provide recommendations on matters related to aircraft noise and its impact on neighboring communities. This includes evaluating noise abatement procedures, monitoring aircraft operations and community complaints, and working collaboratively with airport staff, regulatory agencies, and the public to identify strategies that promote noise mitigation. The Committee also assists in reviewing relevant policies, ordinances, and federal regulations to ensure the airport's noise management efforts remain compliant and effective.

Meetings of the Noise Committee are held quarterly and are open to the public, in accordance with applicable open meeting laws. The Committee's work informs the Airport Commission's policy recommendations and supports transparent and responsive engagement with the community on noise-related concerns.

Budget and Finance Committee:

The Budget and Finance Committee is an ad hoc committee of the Airport Commission, established to study and make recommendations on matters related to airport improvements, including methods of financing and leasing arrangements. The Committee also conducts an annual review of a summary budget of the operation of the airport.

Ad Hoc Design Review Committee:

As a result of the December 5, 2022, City Council meeting, the Ad Hoc Design Review Committee was established to support the development of the new concessionaire program. This is an ad hoc committee of the Airport Commission, convened on an as-needed basis to review and provide input on design-related matters. The Committee is appointed by the Chairperson of the Airport Commission.

Operations, Properties and Facilities Committee:

The Operations, Properties and Facilities Committee is an ad hoc committee of the Airport Commission tasked with providing oversight on matters related to airport operations, tenant properties, and the maintenance and development of Airport facilities. Committee members typically have knowledge or interest in airport operations, facilities management, or commercial property oversight.

The Committee's primary responsibility is to review operational issues, evaluate the condition and functionality of Airport facilities, and assess matters related to tenant agreements and property use. This includes monitoring airside and landside operations, providing input on terminal upgrades, evaluating lease terms, and reviewing capital project updates. The Committee assists in identifying operational improvements, prioritizing infrastructure investments, and ensuring that tenant activities are consistent with Airport policy and FAA regulations.

The Committee meets as needed to address ongoing property and facility matters and provides recommendations to the full Airport Commission to support safe, efficient, and compliant airport operations and development.

Marketing and Business Development Committee:

The Marketing and Business Development Committee is an ad hoc committee of the Commission responsible for supporting the Airport's efforts in air service development, community engagement, and promotion of the Airport as a regional travel hub. This Committee includes Commissioners with backgrounds or interest in marketing, communications, business development, or economic strategy.

The Committee's primary responsibility is to review and provide input on marketing campaigns, branding initiatives, and strategic partnerships that enhance passenger experience and promote the Airport's services. This may include evaluating air service development strategies, assessing public relations and advertising efforts, and recommending opportunities to collaborate with tourism agencies, economic development groups, and business stakeholders. The Committee also may possibly review performance metrics to assess campaign effectiveness and helps ensure consistent messaging that aligns with the Airport's goals.

Meetings are held as needed to support major campaigns, initiatives, or service expansions. The Committee's input helps guide Airport staff in maximizing visibility, passenger growth, and business opportunities.

Art Review Working Group Committee

The Art Review Working Group Committee is a special committee formed to support the integration of public art at the airport. The Group is responsible for establishing program goals and objectives, recommending the composition of the Working Group, proposed to include the Executive Director of the Airport, two members of the Public Arts Commission, two members of the Airport Commission, and one non-voting advisor, and developing the process and selection criteria for art installations. The Group also addresses the term of service, ongoing maintenance and conservation responsibilities, and strategies for community engagement to ensure the art program reflects the values and culture of the region.

FUTURE COMMITTEE MEETINGS

Date	Time	Committee
10/15/2025	3:30 P.M.	Noise Committee
TBD	TBD	Budget and Finance Committee
TBD	TBD	Ad Hoc Design Review Committee
TBD	TBD	Operations, Properties and Facilities Committee
TBD	TBD	Marketing and Business Development Committee

AIRPORT COMMITTEES FY2025-26

REVISED 7-10-2025

REPRESENTING	COMMISSIONERS	Marketing (7 Members)	Budget (9 Members)	Operations (9 Members)	Noise (5 Members)	Ad Hoc Design Review (6 Members)
Palm Springs	BANKS, Dave		Member			
Palm Springs	BURKE, Todd	Member			Member	Member
Palm Springs	CALDWELL, Daniel	Member		Member		
Palm Springs	CORCORAN, Kevin		Member			Chair
Coachella	DELGADO, Denise			Member		
Palm Springs	EBENSTEINER, Bryan	Member	Member			
Palm Springs	FONG, J Craig	Member			Chair	
Palm Springs	HEDRICK, Ken		Chair			
La Quinta	KIEHL, Geoffrey		Member			
Palm Springs	MARTIN, Tracy		Member			
Palm Springs	MCDERMOTT, Sam	Chair			Member	
Riverside County	PARK, Margaret			Member		
Cathedral City	SAMLASKA, Christian			Member		
Palm Springs	SCHOEFFLER, Timothy					
Indian Wells	VALDEZ, Phil					
Desert Hot Springs	VOSS, Dirk					
Palm Desert	WISEMAN, Kevin	Member		Chair	Member	Member
Indio	WISE, Rick	Member	Member			Member
Rancho Mirage	YOUNG, Keith		Member	Member		Member