



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, September 17, 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.

Item 6.A Approval of Minutes of June 18, 2025

Item 8.A Airport Program Management & Advisory Consulting Services Update

Item 8.G Advertising Services Update

Item 8.H Marketing Update

Item 9 Executive Director Report

Item 12.A Airline Activity Report July and August 2025

Item 12.B Airline Activity Report Fiscal Year Comparison



palm springs

INTERNATIONAL AIRPORT

AIRPORT COMMISSION MEETING AGENDA

City Hall Large Conference Room, City of Palm Springs
3200 E Tahquitz Canyon Way, Palm Springs, CA 92262
Wednesday, September 17, 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):

Vice Chairman Todd Burke - Palm Springs Taj Mahal Hotel Number One Mansingh Road, New Delhi, Delhi, 110011, India	Commissioner Tracy Martin - Palm Springs 1525 Prospect Ave Capitola, CA 95010
Commissioner Kevin Wiseman - Palm Desert 71-703 Highway 111, Suite 2E Rancho Mirage, CA 92270	Commissioner Bryan Ebensteiner - Palm Springs 234 Water St. Excelsior, MN, 55331

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 of Aviation	Assistant Airport Director	Assistant Airport Director	

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. POSTING OF AGENDA

3. ROLL CALL

4. ACCEPTANCE OF AGENDA

5. PUBLIC COMMENTS:

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

6. APPROVAL OF MINUTES:

6.A Minutes of the Airport Commission Regular Meeting of June 18, 2025.

6.B Minutes of the Airport Commission Regular Meeting of July 16, 2025.

7. INTRODUCTIONS AND PRESENTATIONS:

7.A Jazmin Flores - Administrative Assistant

7.B Mariana Anguiano - Executive Administrative Assistant

8. DISCUSSION AND ACTION ITEMS:

8.A Airport Program Management & Advisory Consulting Services Update

8.B Lobby Space Update

8.C Financial Update

8.D Measure J Allocation Update

8.E Operations, Properties, and Facilities Committee Update

8.F Marketing and Business Development Committee Update

8.G Advertising Services Update

8.H Marketing Update

8.I Strategic Plan Update

8.J Future City Council Update

8.K Art Working Group Update

8.L Projects and Airport Capital Improvement Program Update

9. EXECUTIVE DIRECTOR REPORT

10. COMMISSIONERS REQUESTS AND REPORTS

11. REPORT OF COUNCIL ACTIONS:

11.A Past City Council Actions

12. RECEIVE AND FILE:

12.A Airline Activity Report July and August 2025

- 12.B** Airline Activity Report Fiscal Year Comparison
- 12.C** Employment Update
- 12.D** Request For Proposal (RFP) and Invitation For Bid (IFB) Update
- 12.E** Coachella Valley Coffee/ Las Casuelas Temporary Maintenance and Repairs Closures

13. COMMITTEES:

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

14. ADJOURNMENT:

The Airport Commission will adjourn to the Regular Meeting on October 15, 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 September 11, 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.



palm springs
INTERNATIONAL AIRPORT

AIRPORT COMMISSION

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

Wednesday, June 18, 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 Samlaska to lead the Pledge of Allegiance.

2. POSTING OF AGENDA: Agenda posted on June 12, 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 (Palm Springs) Vice Chairman	Samantha McDermott (Palm Springs)
Daniel Caldwell (Palm Springs)	Margaret Park (Riverside County)
Kevin Corcoran (Palm Springs) - Chairman	Christian Samlaska (Cathedral City)
David Feltman (Palm Springs)	Dirk Voss (Desert Hot Springs)
J Craig Fong (Palm Springs)	Rick Wise (Indio)
Ken Hedrick (Palm Springs)	

Commissioners Absent: Denise Delgado (Coachella), Bryan Ebensteiner (Palm Springs), Kevin Wiseman (Palm Desert), Keith Young (Rancho Mirage)

Staff Present:

Scott C. Stiles, City Manager
Harry Barrett, Jr., Executive Director of Aviation
Jeremy Keating, Assistant Airport Director
Victoria Carpenter, Assistant Airport Director
Daniel Meier, Deputy Director of Aviation, Marketing and Air Service
Harman Singh, Project Manager
Nikki Gomez, Airport Planner
Lowell Valencia-Miller, Executive Program Administrator
Christina Brown, Executive Program Administrator

Jake Ingrassia, Marketing and Communications Specialist
Tanya Perez, Interim Executive Administrative Assistant
Kristopher Mooney, Director of Finance & Treasurer
Jeremy Holm, City Attorney

Others Present:

Joel Ericson, RS&H California, Inc.
Byron Chavez, RS&H California, Inc.
Geoffrey Chevin, RS&H California, Inc.
Jeff Sena, Van Deusen & Associates (VDA, Inc.)
Misty Munoz, Van Deusen & Associates (VDA, Inc.)
Steven Menefee, Paradies Lagardere

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:

Minutes of the Airport Commission Regular Meeting of March 19, 2025 and April 23, 2025.

MOTION BY COMMISSIONER HEDRICK, SECOND BY COMMISSIONER MCDERMOTT, CARRIED UNANIMOUSLY, to approve the minutes of March 19, 2025.

Interim Executive Administrative Assistant Perez advised that the April 23, 2025 minutes were pulled from the Airport Commission Agenda Packet as staff needed additional time to complete those and noted those would be provided at the July 16, 2025 Airport Commission meeting.

7. INTRODUCTIONS AND PRESENTATIONS:

7.A Commissioner David Feltman – Farewell

Chairman Corcoran expressed his gratitude to Commissioner Feltman and shared that Commissioner Feltman had served effectively on the Airport Commission since July 1, 2019. He noted that Commissioner Feltman had represented the City of Palm Springs very well and had been instrumental in the concessions project, helping to scope it out when it began in 2019 and again when it was renewed in 2021. Commissioner Feltman had joined the Ad Hoc Design Review Committee of Commissioners who worked with Airport staff to further refine the concession strategy. Commissioner Feltman had also led efforts with the Art Commission to

bring fresh art into the Airport and had been a leader in defining requirements and moving the initiative forward. In addition, Commissioner Feltman served effectively on both the Operations, Properties, and Facilities Committee and the Budget and Finance Committee. Chairman Corcoran remarked that Commissioner Feltman had always been a great voice of reason for the Airport Commission and, on behalf of the City of Palm Springs and City Council, thanked him for his six years of service while extending best wishes for the future. He ended by again expressing gratitude for everything Commissioner Feltman had done for the Airport Commission. Commissioner Feltman thanked Chairman Corcoran.

Chairman Corcoran stated that the Airport Commission also wanted to bid farewell to Commissioner Berriman. Chairman Corcoran noted that Commissioner Berriman had effectively represented the City of Indian Wells during his term. Chairman Corcoran thanked Commissioner Berriman for his perspectives, his insights, and for having stepped up and provided a strong point of view on many of the issues the Airport Commission had addressed and stated on behalf of the City of Palm Springs thanked him for his service. Commissioner Berriman thanked Chairman Corcoran.

7.B Vice Chair Todd Burke - Reappointed to the Airport Commission

7.C Commissioner Samantha McDermott – Reappointed to the Airport Commission

Chairman Corcoran announced that both Vice Chairman Burke and Commissioner McDermott had been reappointed to the Airport Commission. He stated that Vice Chairman Burke had received a special one-year extension by the City Council and that Commissioner McDermott had been reappointed for her second term. Chairman Corcoran expressed that the Airport Commission had been thrilled to have their continued leadership, noting that Vice Chairman Burke had served as Vice Chair of the Airport Commission and Commissioner McDermott had served as Chair of the Marketing and Business Development Committee. He thanked both for their leadership and expressed appreciation for their support and their time on the Airport Commission.

Chairman Corcoran announced that Commissioner Wiseman, who had not been present at the meeting, had his term extended by the City of Palm Desert. He noted that Commissioner Wiseman had been a valuable member of the Airport Commission and had served as Chair of the Operations, Properties, and Facilities Committee. Chairman Corcoran stated that the Airport Commission had been pleased that Commissioner Wiseman's term had been extended by the City of Palm Desert.

7.D Timothy Schoeffler – Appointed to Airport Commission

Chairman Corcoran announced that Commissioner Schoeffler had been appointed by the City Council as a new member of the Airport Commission. He stated that Commissioner Schoeffler would provide his background and noted that he had been

a major leader in the community and had served as Vice President of the Neighborhood Association. Chairman Corcoran stated that Commissioner Schoeffler had attended Airport Commission meetings for over a year to gain an understanding of the issues and the work of the Commission. On behalf of the City Council, the City of Palm Springs, and his fellow Airport Commissioners, Chairman Corcoran welcomed Commissioner Schoeffler and invited him to provide a brief introduction of his background.

Commissioner Schoeffler shared that he had been living in Palm Springs for four years and resided in Old Las Palmas. He stated that he had been on the board of the Neighborhood Organization there, where he had led both the home tours and the beautification committee. He added that he had served as Vice Chairman of One-PS, the citywide neighborhood organization that met monthly, and he acknowledged that Marketing and Communications Specialist Ingrassia had given a great presentation to the group the prior week. Commissioner Schoeffler further stated that he had been a financial advisor for almost forty-five years and remained active in that profession. He noted that the market closed at 1:00 P.M., which gave him the freedom to participate in afternoon activities and shared that he had been looking forward to being part of the Airport Commission going forward.

Chairman Corcoran welcomed Commissioner Schoeffler and stated that he looked forward to officially welcoming him to the Airport Commission at the July 16, 2025 Airport Commission meeting when his appointment became effective. He added that City Clerk Pree might stop in during the meeting to complete the swearing-in process.

7.E Public Impact Award by the Greater Coachella Valley Chamber of Commerce

Chairman Corcoran announced that the final announcement had been related to an award. He stated that the Airport had received the Public Impact Award from the Greater Coachella Valley Chamber of Commerce. He noted that several individuals had been invited to attend the dinner held the prior week, where the Airport and Executive Director of Aviation Barrett had received special recognition from the Chamber. Chairman Corcoran asked Mr. Barrett to share information about the award and the excitement surrounding it, and to repeat the remarks he had delivered to the audience of 700 to 800 people in attendance. He then invited Mr. Barrett to share his comments.

Mr. Barrett stated that the award had come with several certificates from many important individuals and shared those with the Airport Commission. He explained that the Airport had been contacted by the Greater Coachella Valley Chamber of Commerce and informed that this had been the first year the Chamber had offered the Public Impact Award. He stated that the Chamber had acknowledged the Airport as being impactful to the Valley through the programs implemented over the past few years, the outreach efforts conducted, and the initiatives the Airport had been striving

to achieve. He added that the Chambers had found these efforts inspirational and had unanimously voted for the Airport to receive the award.

Mr. Barrett stated that he had the opportunity to accept the award at a dinner event and that he had written remarks, which he then read to the Airport Commission. He stated that the words Public Impact had true significance, and when informed that the Airport team had been recognized for the award, he reflected on how the team had rallied over the past year to bring the community into the Airport and to create positive touchpoints. He stated that the Airport had accomplished many incredible things over the past year, including substantially overhauling the concessions program with a focus on incorporating local entrepreneurs into the Airport business ecosystem. He further stated that the Airport had engaged in over sixty community meetings and workshops for the Master Plan in partnership with the community, noting that most airports failed in this, yet the Palm Springs International Airport wanted to ensure it had been done right.

He explained that the Airport had adopted a strategic plan rooted in innovation, exceptional customer service, operational excellence, and community partnerships to advance initiatives not historically prioritized, such as supporting Science, Technology, Engineering, and Mathematics (STEM) education for future workforces. He stated that the Airport had taken bold approaches to its in-house advertising programs by building community-centric relationships that elevated the marketing of local services. He further reported that a recent economic impact study showed that the Airport had generated over \$2.5 billion in regional economic output and supported over 18,000 jobs through air service development activities.

Mr. Barrett stated that earlier in 2025 the Airport had adopted a mission statement, that states moving you with unforgettable hospitality. He explained that the Airport had been working to build a culture that truly embraced that mission, whether serving a young couple visiting for a weekend, a family sending a child overseas to serve the nation, or a local resident returning home. He emphasized that the Airport's goal had been to provide unforgettable hospitality.

He concluded his remarks by stating that, on behalf of the 137 Airport staff, as well as the airlines, rental car companies, fixed-base operators, tenants such as the Palm Springs Air Museum, the 19-member Airport Commission, the City Manager, and the City Council of Palm Springs, he thanked the Greater Coachella Valley Chamber of Commerce for recognizing the Palm Springs International Airport. He stated that he had accepted the award not as a finish line, however, as a reminder of the Airport's responsibility to keep improving, to keep connecting, and to continue moving the community with unforgettable hospitality.

Chairman Corcoran expressed gratitude and extended congratulations to the Airport staff, the leadership team, and the Airport Commission, noting that they had all been part of receiving the award. He added that he had been very happy to see that recognition.

8. DISCUSSION AND ACTION ITEMS:

8.A Escalators Update

Executive Director of Aviation Barrett stated that Airport staff wanted to provide the Airport Commission with an update on the escalators, which had been a hot topic of discussion for many months. He explained that Airport staff had completed an in-depth analysis and had held numerous discussions with engineers, contractors, and the City Manager. He stated that the purpose of the update had been to provide the Airport Commission with information on the issues as well as the potential alternatives and plans moving forward. Mr. Barrett announced that Joel Ericson, representative with the Airport's On-Call Contractor RS&H California, Inc. (RS&H), had been invited to present and then turned the floor over to him.

Mr. Ericson advised that he was the Senior Aviation Engineer with RS&H. Chairman Corcoran asked Mr. Ericson to provide a brief introduction on the company and background. Mr. Ericson stated that RS&H had been a full-service architectural and engineering consulting firm that worked across the country, and that he had been part of the Southwest Division. He explained that one of the firm's specialties had been airports, encompassing both architecture and engineering. He noted that he had completed a range of airfield engineering projects for the Airport and the Airport staff.

Mr. Ericson clarified that he had not been an escalator expert, describing himself as a jack-of-all-trades engineer for airports. He introduced RS&H's partner consulting firm, Van Deusen & Associates (VDA, Inc.), to assist with providing detailed technical information on the escalators, and noted that the VDA, Inc. representatives would be able to provide that expertise.

Misty Munoz introduced herself and explained that she had been Vice President of the West Coast Region for VDA, Inc. and that she had been based in Los Angeles. She thanked the Airport Commission for having the VDA, Inc. team attend. Ms. Munoz stated that, similar to Mr. Ericson, VDA, Inc. had handled all aspects of vertical transportation. She explained that VDA, Inc. had been a nationwide company with close to 200 consultants in the United States and that the firm had overseen vertical transportation upgrades, inspections, modernizations, and new design projects across commercial, public, and private sectors. She noted that she had been joined by her colleague, Jeff Sena.

Mr. Sena provided a brief introduction and explained that, as Ms. Munoz had mentioned, he worked for VDA, Inc. and had been with the company for the past four years. He added that he had worked as a consultant for almost twenty years and had been in the vertical transportation industry for approximately twenty-five to twenty-six years.

Mr. Sena outlined the agenda and stated that he would review known issues, alternative solutions the team had identified, site challenges associated with replacement at the Airport, and additional suggestions developed for the escalators.

Mr. Sena stated that the known issues included excessive downtime and explained the distinction between sensor-activated shutdowns and maintenance-and-repair downtimes. He stated that sensor-activated trips were desirable for safety events, whereas maintenance-and-repair downtime had been the critical concern. He reported that one escalator had experienced eight such events in the prior year and the other had experienced ten during the same 12-month period. He added that response time could reach up to 36 hours, that parts availability could delay restoration, and that there had been instances of multiple weeks of downtime for a single event. He noted that an in-truss replacement had been performed approximately nine years prior on these units. He stated that a state-certified contractor managed maintenance, which again triggered response windows of up to 36 hours. He reported clear long-term wear damage to the handrail tracks and noted repetitive knocking noises attributable to the wear. He added that the escalators operated outdoors and had not originally been fit for outdoor service and that late-day sun exposure had driven internal temperatures above 100°F, contributing to deterioration.

Mr. Sena described three main alternatives. First, a Kone Inc. (Kone) repair-in-place option under which Kone would evaluate and recommend repairs to restore expected service levels for the in-truss modified units previously supplied. He gave a preliminary combined cost of approximately \$350,000 for both escalators, including about \$85,000 in design, with further investigation required to validate scope. He stated that schedule impact appeared lowest for this option, with design initiation targeted for August 2025, coordination with TK Elevator Corporation (TKE) as the current contractor, an anticipated Notice to Proceed (NTP) for Kone in early December 2025, and work commencing in early January 2026 with roughly one month of downtime, one escalator at a time.

Second, he described an in-truss modification under which the escalators would be stripped to the structural truss and a custom mechanical system would be designed, fabricated, and installed within the existing truss. He gave an approximate cost of \$600,000 per escalator, or about \$1.2 million total, with added design and construction administration bringing the total near \$1.4 million. He outlined a longer lead time: design starting August 1, 2025, bidding mid-September 2025, a project NTP in early 2026, a fabrication period on the order of 20 weeks, a brief disassembly period to measure and return to service, followed by fabrication, procurement, and on-site installation one unit at a time. He estimated about 16 weeks (approximately four months) per escalator for installation, with the first unit operational around May 2026 and the second unit operational around September 2026, with final completion in early 2027.

Third, he described a full replacement/upgrade that would remove the existing escalators entirely and modify the Sonny Bono Concourse structure to receive new units designed to the American Public Transportation Association (APTA) outdoor standard. He stated that this option would entail significant structural modifications with anticipated seismic upgrades, an estimated \$3 million in structural scope, about \$200,000 for a fabricated temporary stair and ramp assembly to maintain ingress and egress, and relocation of portions of the chiller plant located beneath the escalators to accommodate larger top and bottom pits required for modern escalators. He noted additional impacts to communications facilities, approximately \$1 million per escalator for equipment procurement and installation, and about \$1 million in design and construction services. He stated that the overall schedule would be lengthy, with design and permitting through March 2026, escalator ordering thereafter, relocation of communications and chiller systems, substantial structural work prior to setting the first escalator, six to seven months with no escalators in service using temporary stairs, and a first operational escalator in the first quarter of 2027.

Mr. Sena summarized a qualitative scorecard indicating lower relative cost and schedule impact for repair-in-place, intermediate impacts for in-truss modification, and the highest impacts for full replacement. He stated that passenger experience during full replacement would be most challenging due to reliance on temporary facilities and that serviceable life would be longest and most predictable for the in-truss modification and full replacement options. He cautioned that repair-in-place would require detailed investigation to confirm the specific causes of noise and downtime and that ultimate serviceable life under that option remained uncertain until a full diagnostic could be performed.

Commissioner Berriman inquired what a long serviceable life had meant. Mr. Sena stated that typical escalators had a 30-to-40-year lifespan under proper service and that APTA-grade units tended to be more robust and longer-lived due to heavier construction, with higher associated maintenance costs. He noted that the existing units were about nine years into service since the prior in-truss work and that outdoor conditions, heat, dust, and sand accelerated wear. He stated that enhanced maintenance practices, including more frequent deep cleans and lubrication cycles, potential quarterly step removals and pit cleanings, reduced overnight run time, and use of slowdown features during low-demand periods, would be essential for long-term reliability under either the in-truss modification or full replacement.

Commissioner Fong asked whether pursuing a Kone repair-in-place would leave the Airport with the same escalators still exposed to heat and sand over the next ten to twenty years. He then asked, for the in-truss modification option, what type of escalator that approach would leave in place and whether the same exposure issues would persist. Furthermore, for the full replacement battleship option, what could be expected regarding reliability and improved resistance to heat and sand.

Mr. Sena stated that the question had been layered and addressed it from the beginning. He explained that, if repairs were performed, the Airport would be left with the same escalator configuration, noting the in-truss model completed nine years prior, which VDA, Inc. had not performed. He noted that a key unknown had been whether that prior in-truss work accounted for outdoor conditions and sand exposure or had simply replaced components like-for-like.

He stated that a long-term solution involved both appropriate product selection and increased quality and frequency of service. He reported discussions with TKE and TKE's mechanic, noting that the mechanic had been on site frequently and working diligently, yet the level of service had not met the requirements for outdoor escalators under sandy conditions. He explained that traditional comprehensive cleaning and lubrication with step removal typically occurred annually, whereas the local environment likely required quarterly intervals, which had not been occurring. He added that additional factors affected reliability, including run-time schedules. He stated that the escalators had continued to operate overnight, approximately 10:00–11:00 P.M. to 5:00 A.M., which he compared to accruing mileage on a car when no one had been using them. He further stated that a long-term solution should include evaluating a slowdown feature to reduce speed during low-demand periods and decrease wear.

In addition, he added that when no one had been using the escalators between flight banks, the units could slow themselves down. He compared the concept to driving slowly through a neighborhood rather than at freeway speed, noting that reduced speed decreased wear and tear. He stated that this feature would be incorporated under Option 2 and Option 3 and that all options required enhanced maintenance to improve reliability and extend service life.

Commissioner Hedrick stated a preference for Option 3 and expressed concern about a 14- to 15-month construction period. He noted that many travelers in the Valley would have had difficulty using stairs, that elevators would have become overloaded, and that passengers would have struggled with luggage on stairs, which did not appear workable. He further asked whether the Sonny Bono Concourse would still be in service in 40 years given planned expansions, which might have rendered a full replacement overkill. He asked whether pursuing Option A as a short-term solution could provide two to three years of improved reliability and whether the escalators could be relocated laterally to allow construction while keeping an operating up-and-down pair during the transition.

Mr. Ericson asked if the question had been whether, rather than constructing temporary stairs to compress the schedule, the Airport could install new stair facilities that supported keeping the existing escalators in service longer. Commissioner Hedrick requested clarification on whether the Sonny Bono Concourse escalator structure had been a designated landmark. Mr. Barrett advised it had not. Commissioner Hedrick stated that a like-for-like constraint therefore did not apply. He suggested leaving the existing escalators in place and performing

basic repairs to gain three to four years of service while advancing the preferred option. He proposed relocating new escalators laterally, either to the left or right of the current location, or with the up and down units on opposite sides, to allow construction while maintaining an operating pair. Mr. Ericson advised that the team had not yet evaluated the structural conditions, including planter and support elements required to accommodate such a relocation. Commissioner Hedrick clarified that he had been referring to escalators and stated that the intention would have been to install high-robust battleship units in the new position, followed by removal of the existing escalators once the new units had been placed into service. Mr. Ericson stated there would be other escalators in place to use. Commissioner Hedrick that is correct. Mr. Ericson advised that the team had not yet evaluated whether the escalators could fit off to the side given the back-of-house facilities beneath the Sonny Bono Concourse structure. He stated that they would need to access those locations to determine what would be required to construct the necessary pits, and he explained that the pit size for APTA-rated units would not change regardless of location. He stated he would provide his findings with the Airport Commission on a future date. Mr. Barrett added that Airport staff could evaluate that option and would identify more economical measures to enhance the alternatives and meet operational needs. He stated that internal discussions had considered covering and enclosing the escalators to reduce weather-related impacts from sand, wind, and sun. He added that Airport staff could explore additional alternatives as well.

Commissioner McDermott asked Commissioner Hedrick whether he had been suggesting an option to abandon the existing escalators and identify a new location for new escalators and stated that she had found the concept interesting. Commissioner Hedrick responded that the intent had been to keep the existing escalators in service until the new units had been installed and operational, which would have mitigated impacts on the public. He noted that many travelers in the Valley had been over age fifty-five and stated that passengers often had difficulty carrying luggage on stairs. He added that elevators would likely have run constantly and become crowded, creating accessibility concerns if an elevator went out of service and limiting access for people with mobility limitations.

Chairman Corcoran asked whether the twenty-year vision anticipated retaining the Sonny Bono Concourse. Commissioner Hedrick commented that the Airport would be procuring a forty-year escalator system. Chairman Corcoran stated that the long-range plan called for retaining the concourse and noted the Airport's twenty-year capital forecast of approximately \$2.2 billion. He stated that, in that context and given the escalators' role in serving ten gates, a \$7 million investment could be a smarter long-range choice. He added that customer service impacts still required attention and reported that two employees had been stationed at the base of the stairs when the escalators were out of service, although travelers continued to struggle. He suggested scaling assistance with additional uniformed staff to help passengers on the stairs and direct them to elevators, and he encouraged coordinated messaging with Marketing to set expectations and highlight progress during construction. He

observed that major airports routinely operated amid construction and stated that the community would need preparation for a similar experience at the Airport.

Chairman Corcoran stated that Option 1 did not appear to be a wise investment given its unknowns. He stated that Option 2 merited consideration if the return on investment proved compelling, and he questioned whether the Airport should proceed with the comprehensive replacement now to align with the long-range program, recognizing that a potential completion in 2027 represented a lengthy horizon. He stated that prior comments regarding sun and dust indicated the existing escalators had not been suited for outdoor conditions and asked whether a short-term repair could be acceptable if paired with a robust customer service program. He concluded that a \$7 million investment over a twenty-year period could represent a better long-term outcome and invited further comments.

Commissioner Voss agreed and stated that the public had been very forgiving. He expressed confidence that, with a strong marketing program, appropriate advertising and communications could be provided, and he recommended strengthening a concierge program. He noted that most Airports he had visited had been under construction for extended periods and that the Airport Commission had been planning for a long-term program. Although the future remained uncertain, a short-term band-aid approach would require higher maintenance, lead to more breakdowns, and result in the Airport revisiting the same issue in two years. Chairman Corcoran commented that such an approach could become a \$10 million solution.

Commissioner Voss continued his support to invest and proceed. He characterized the project as a positive step and encouraged Marketing to present it as the beginning of the Airport's transformation, with a top-tier, appropriately rated escalator as the first stage, supported by photos, live images, and video. He recommended a concierge presence to assist passengers. He acknowledged reservations and concerns and stated that a limited period of inconvenience for some passengers was preferable to recurring breakdowns every eight months that could take two weeks or more to resolve. In addition, breakdowns would occur and that, in aggregate, the interruptions might equal at least half of the time needed for the comprehensive project. He advised that Airport staff should proceed decisively and frame the work as a positive first phase, enabling the Airport to showcase a top-tier escalator system prior to the next terminal phase, which he viewed as a win-win.

Commissioner Feltman stated that action had been necessary and that the Airport could not have an escalator continuously broken down. He stated that Airport staff and the ongoing Airport Commission should determine the preferred option and emphasized that an accelerated construction approach be discussed. He advocated completing the work on a 24-7 schedule for the required duration with funding to support that pace. He added that, for the busiest terminal, marketing would not offset the inconvenience and that passengers struggling on stairs would not feel reassured

by messaging. He concluded that the Airport needed to spend the funds required to complete the project as fast as reasonably possible.

Chairman Corcoran added if Airport staff should consider including incentives in the contract to fund, as Commissioner Feltman had suggested, a 24-7 work schedule to accelerate delivery of the escalators. He asked whether those incentives could be incorporated through the Request For Proposal (RFP) or the bidding process and whether contractors would respond accordingly.

Vice Chairman Burke commented that he aligned with Commissioner Voss and Chairman Corcoran. Vice Chairman Burke expressed complete confidence in the Marketing team to develop unique and creative ways to keep the public informed as the project moved forward, and in the Operations team to mitigate customer-service impacts. He stated that the Airport Commission could not continue addressing the same recurring problem with temporary measures.

Commissioner Martin advised that he might have missed something and stated that he understood the desire for the gold Cadillac option. He observed that the chart on the screen showed two greens and two yellows compared to three reds and asked why the in-truss modification approach had not been as good as the replacement and upgrade approach, requesting an explanation.

Mr. Ericson stated that the twenty-year horizon for the Sonny Bono Concourse had been the point he had focused on. He added that, after conferring with Mr. Sena, he had requested details explaining why the serviceable life for the in-truss modification had been described as green, noting its relevance to the terminal's twenty-year forecast.

Mr. Sena stated that a traditional in-truss modernization, even for indoor units, typically yielded a 25- to 30-year serviceable life upon completion. He explained that, because the specifics of the work performed nine years prior were unknown, the team would specify equipment appropriate for outdoor conditions rather than replace components like-for-like. He noted that outdoor-rated components existed, that the original installation had not been designed for outdoor use, and that it remained unclear whether the prior work had accounted for heat, dust, and sand. He stated that the in-truss scope would explicitly call for higher-spec equipment suited to those conditions and that appropriate maintenance would still be required.

Commissioner McDermott asked whether the proposed in-truss modernization would provide approximately twenty years of usable life by effectively taking the system down to the truss and installing a new generation of components. Mr. Sena stated that was correct. Commissioner McDermott stated that this had changed the scenario. Mr. Sena advised that this had been the case and that the in-truss modification would be specified to target a serviceable life of more than twenty years, contingent on proper maintenance. Commissioner McDermott inquired whether the estimate had included the service contract costs referenced in the budget figures

shown on the screen. Mr. Sena stated that the service contract had not been provided and that the figures shown reflected installation costs only. He added that, at the Commission's request, the team would review the existing service agreement and recommend modifications to ensure maintenance standards matched the operating conditions.

Commissioner McDermott requested a rough ballpark estimate of ongoing service costs for the Kone in-truss modernization and for a full Cadillac replacement. Misty Munoz stated that the team had wanted to review the value of the current maintenance agreement, since the anticipated service level would have been above and beyond the existing scope. Commissioner McDermott asked whether a percentage estimate could be provided, such as 15–20% above current costs. Ms. Munoz stated that a reasonable ballpark had been approximately 20% more than the current agreement.

Commissioner Park inquired whether staff had a recommendation. Mr. Barrett stated that Airport staff wanted to hear opinions from the Airport Commission and then addressed two issues, noting time and budget. He explained that the primary constraint had been manufacturing and delivery of parts required for installation and that sequencing would need to be timed to minimize customer impacts during peak periods. He stated that he had not been certain about an approximately eighteen-week manufacturing timeline and added that costs in the broader capital program had risen and that staff needed to balance future projects with what could be afforded and maintained. Mr. Barrett stated that Airport staff recommended the in-truss modification as the best value and that staff sought Airport Commission feedback.

Chairman Corcoran asked whether including incentives in the contracts to accelerate delivery would work. Mr. Ericson advised that incentives could be included in the contract. He stated that their greatest effect would have been on structural modification work, including potential chiller-plant relocation, where 24-7 operations could buy time. He noted the tradeoffs among cost, budget, and quality and stated that only two could be prioritized at once. He explained that equipment manufacturing had not been the primary schedule driver and that, from an escalator supplier perspective, replacement and upgrade proceeded faster, with the overall schedule driven by ancillary work. He cautioned that purchasing schedule gains in California had been very expensive, since overtime rules resulted in labor cost increases greater than twofold, and he noted additional complexities involved.

Commissioner Martin stated that he still had not fully understood why the in-truss modification had not been the preferred approach given its lower cost, comparable serviceable life, and schedule advantages, and asked for an explanation beyond selecting a top-grade option. He requested clarification, noting that he did not see why the in-truss approach had not been obvious to everyone. Commissioner Burke stated to Commissioner Martin that once he had heard the in-truss modification could provide up to a twenty-year serviceable life, he had become more interested

in learning more about that option. Commissioner Martin requested that the schedule displayed on the screen include, in addition to the color coding, the costs for the in-truss modification versus the replacement, the respective schedules, and the expected serviceable life for each option so they could be compared side by side. He acknowledged that preparing such a comparison in real time could be difficult and asked someone to walk through the costs, serviceable life, and schedule for each option.

Commissioner McDermott stated that, as the team prepared the side-by-side comparison, she had a question about the chiller component since not everyone spoke escalator. She asked what impact chiller relocation would have and whether it would affect operations. Mr. Barrett stated that the impact would be significant. Commissioner McDermott asked whether the chiller would need to be moved under the in-truss option. Mr. Barrett replied that it would not. Commissioner McDermott responded that the chiller and related elements would only require relocation under a full replacement, and Mr. Barrett confirmed that had been correct. She concluded that this explained the longer timeline due to those elements.

Mr. Ericson stated that, since the discussion had turned to the chiller room, he would jump onto those slides and then return to the schedule numbers. He explained that directly beneath the passenger platform there had been a chiller plant and electrical switchgear, that the elevator tower had been integral to the structure, and that the concourse entry had already been narrow. He noted that the building code required maintaining ingress and egress at all times, which meant accommodations would be necessary before removing the escalators.

He described photos showing a sloped concrete ceiling over electrical cabinets beneath one escalator and stated that the flat roof above, sized for the existing units, would require extensive modification. He added that this work would necessitate relocating piping and pumps. He reported that, according to mechanical engineers, the cost of relocation had been so high that returning the chiller plant to its current room had been unlikely, and that a permanent relocation elsewhere in or adjacent to the facility would likely be required. He referenced another angle from the room beneath the stairs and stated that the roof carrying conduit and fire protection piping would need demolition, with new pits constructed to accommodate the larger escalators.

Chairman Corcoran commented that the discussion had come full circle and asked whether selecting the in-truss modification at a cost exceeding \$1 million would provide a high-confidence serviceable life of approximately twenty years. Mr. Ericson stated that was correct.

Commissioner Ebensteiner inquired whether there had been any tenant issues, including downstairs relocations, storerooms, or retail spaces, and whether anyone would be displaced. Mr. Barrett advised that no tenants had been located immediately beneath the escalators and that the area had primarily been a

maintenance space, so impacts would have fallen mostly on Airport staff. He added that some relocation ahead of the work might have been required.

Commissioner Caldwell stated that he favored the in-truss modification and that the in-truss approach involved approximately twenty weeks of inconvenience and asked that this be clearly noted. He expressed concern that chillers and things of that nature often revealed unforeseen issues that could significantly affect timeline and cost. He asked whether creative ways could be implemented to help passengers move from point A to point B during the twenty-week period. Mr. Barrett replied that Airport staff had been creative when necessary and stated that he wished to add a point regarding traditional stairways. He noted that such an option existed and stated that adding elements of complexity to the project increased costs and extended the schedule. He added based on the Airport staff's perspective; the in-truss modification had been the best way to achieve the needed outcome while minimizing schedule impacts.

Chairman Corcoran asked whether Airport staff had been seeking the Commission's support on the recommendation that evening. Mr. Barrett replied that they had.

MOTION BY COMMISSIONER MCDERMOTT, SECOND BY COMMISSIONER HEDRICK, CARRIED UNANIMOUSLY, to approve the In-Truss Modification and explore opportunities to accelerate the timeline where feasible.

Chairman Corcoran asked what the next steps. Mr. Barrett stated that Airport staff would complete background work, engage engineers, and sequence design and procurement activities, recognizing lead times prior to manufacturing and production. He stated that the target for initial field activities had been early May 2026. Chairman Corcoran asked whether City Council approval would be required. Mr. Barrett advised it does.

8.B Art Curator Update

Executive Program Administrator Brown provided the Art Curator update and stated that Airport staff had been finalizing the Art Curator RFP. She stated that Airport staff intended to present the art curator agreement at the July 16, 2025 Airport Commission meeting. Chairman Corcoran asked whether she could identify the selected curator. Ms. Brown replied that the selection had not been finalized and that additional time had been required, and she reiterated the plan to bring the item in July 16, 2025. Commissioner Park inquired if Airport staff were working with the Procurement and Contract department through an RFP process. Ms. Brown confirmed that the curator would be secured through the City's procurement process, that the solicitation had gone out to bid, that interviews had been completed, and that Airport staff had been finalizing a determination.

Chairman Corcoran asked whether it had been appropriate to receive input from Airport Commission on the process. Ms. Brown stated that it wouldn't be appropriate

during the active procurement period and that details could not be disclosed. Chairman Corcoran stated that the full item would return at the July 16, 2025 Airport Commission meeting.

Commissioner Wise asked whether the curator's engagement would create a continuing relationship or a handoff after completion, and whether a City arts coordinator would remain involved. Ms. Brown stated that the program policy approved by City Council had established a working group composed of two Airport Commissioners or designees, two Public Arts Commissioners or designees, the art curator, and herself as lead. She stated that, once the curator had been finalized, she would work with Chairman Corcoran and Vice Chairman Burke to identify the Airport Commission designees and with Public Arts Commission liaison to identify Public Arts participants. Chairman Corcoran stated that the relationship between the working group and the Public Arts Commission had been a dotted line. Ms. Brown stated the difference is that the art curator would not be a voting member.

Commissioner Feltman asked whether the Airport Commission would hold a voting majority on the working group. Ms. Brown stated that it would not, noting the two Airport and two Public Arts members. Mr. Feltman stated that the composition should be reconsidered given prior delays and urged an Airport majority to ensure progress. Chairman Corcoran stated his understanding that the working group would consist of two Airport Commissioners, two Public Arts Commissioners, and the Executive Program Administrator for a total of five, and that recommendations would return to the Airport Commission for final decision. Executive Director of Aviation Barrett confirmed that understanding, described the working group as a standing ad hoc intended to meet regularly with the curator to plan the Airport's art program, and stated that the policy had been designed to foster collaboration between the two commissions. He acknowledged that an odd-number structure had been preferable and stated that Airport staff could revisit that detail.

Chairman Corcoran asked whether the final decision would come to the Airport Commission. Mr. Barrett confirmed that it would. Chairman Corcoran reiterated that final decisions would come to the Airport Commission. Chairman Corcoran asked that the art curator meet the Airport Commission once selected.

8.C Taxicab Ground Transportation Fee Increase

Assistant Airport Director Carpenter stated that the Airport Commission Agenda Packet included a staff report that had originally requested a recommendation to City Council to approve an increase to ground transportation fees. She advised that the item had been changed to informational purposes only and that no vote would be taken. She explained that Airport staff had received new information related to SunLine and needed time to review it before presenting a recommendation to the Airport Commission or to City Council.

Ms. Carpenter provided a preliminary overview and stated that the intent had been to pursue a rate increase because Transportation Network Company (TNC) fees had already been raised from \$3 to \$4 and Taxicab and TNC fees had remained aligned for an extended period. She noted that the initial concept had been a \$0.50 increase and that, for calendar year 2024, taxicabs accounted for approximately 10% of ground transportation trips, with TNCs at approximately 55%, followed by car rental companies. She reiterated that the item had been informational and that staff expected to return with a potentially revised rate proposal after confirming the status of the SunLine ordinance.

Executive Program Administrator Valencia-Miller stated that the summary Ms. Carpenter provided had been accurate and that Airport staff needed to follow up with SunLine and the Taxicab companies regarding information received within the past few days. He added that Airport staff would return to the Airport Commission with a more detailed recommendation.

Chairman Corcoran clarified whether there had been any need for questions at that time and whether Airport staff would continue the process. Ms. Carpenter confirmed that had been correct.

Commissioner Wise stated that, when Airport staff returned with the item, he requested discussion of any differences between the TNC and Taxicab rates and the logical reasons for those differences. He added that, if no clear rationale existed, aligning the rates or keeping them very close would make sense from a fairness standpoint. Chairman Corcoran commented that was a good a point.

8.D Lobby Space Update

Executive Director of Aviation Barrett advised that, over the prior few months, Airport staff had discussed the former space in the central lobby that had been used for the Coachella pop-up. He stated that Airport staff had evaluated whether the area needed to remain available for aeronautical or airline office use to resolve related space needs, and that airlines initially interested in occupying the space had determined they did not require it. He reported that the Airport had therefore been clear to repurpose the space to enhance the customer experience. He stated that Airport staff had conferred with Commissioners and internally, believed there had been a viable path forward, and had scheduled a subsequent meeting with the Fuse Connect, LLC (Fuse) team to align on next steps. He asked the Airport Commission for feedback on desired uses, noting ideas such as advertising local Valley events as a welcoming feature and a potential lounge activation in the area, and invited any additional concepts for the Fuse team to explore with partners.

Commissioner Caldwell asked whether the absence of airline tenancy meant there had been no income-generating opportunity for the space. Mr. Barrett stated that the space could generate income and that the critical-path consideration had been determining whether it needed to be reserved for aeronautical or airline use. He

stated that, with that issue resolved, Airport staff could pursue revenue-generating activation. Chairman Corcoran commented that the assumption had been to use the area for advertising to generate revenue.

Commissioner Banks asked whether, since the space had been used successfully as a pop-up store during the Coachella Festival, any retail operators had expressed interest in using it. Mr. Barrett replied that Airport staff sought a use that aligned with Airport interests or generated sufficient income to be sustainable. He stated that one option had been to revisit and reissue the prior RFP to gauge market interest. He added that Airport staff desired to move quickly and that, if a tenant could be secured, the Airport would pursue a short-term use of fewer than five years before issuing a new RFP.

Chairman Corcoran stated that the original discussion, initiated by Jeffrey Bernstein, had focused on using the space as an area where people could wait for arriving passengers. He added that the team then evaluated working with Fuse to generate revenue and referenced a Golden Voice deal of approximately \$6,500, asking whether the Airport could achieve about \$70,000 in advertising revenue over twelve months. He stated that the goal had been to activate the space to provide places to stand or sit while waiting for arriving passengers and asked for additional ideas to challenge the Fuse team to consider.

Ms. Carpenter added that, under Fuse's advertising contract, the company had invested new capital at the Airport to enhance advertising placements, including improvements in the baggage claim area. She stated that Fuse had the capability to convert the former lobby space into a sponsored activation similar to the Agua Caliente Concourse program, working with Valley companies on sponsorships and advertising that generated revenue while enhancing the passenger experience. She explained that this approach provided a lawful path to proceed without issuing a new RFP, although issuing an RFP remained an available option that would allow multiple firms to propose revenue-share or flat-fee arrangements. She noted that Fuse's contract included options to extend and that exercising an extension would support Fuse in making additional capital investments.

Ms. Carpenter reported that customer feedback over the prior year indicated interest in a lounge-style area. She stated that an exclusive club product had been unlikely in the near term, and that Airport staff could instead create a comfortable seating area and coordinate with partners such as Paradies Lagardere, Inc and Marshall Retail Group also known as WH Smith to provide food service to waiting passengers. She estimated the space at approximately 500 square feet and requested feedback on whether to proceed with Fuse on a sponsored activation or to pursue a competitive solicitation.

Commissioner Berryman asked whether Airport staff had evaluated the possibility of using the space as a shared venue for nonprofits in the Valley. Ms. Carpenter stated that Airport staff had not evaluated that option and agreed it had been a good idea.

Chairman Corcoran commented that the space had been relatively small and that maximizing revenue from approximately 500 square feet had been challenging. He stated that even with nonprofit advertising, long-term selection of a single user for the space had been difficult to justify. He noted that sponsorship activations tied to major Valley events, such as Coachella and Modernism Week, could generate revenue during peak periods and stated that Airport staff had challenged Fuse to demonstrate whether \$6,500 per month in revenue could be achieved at that scale, primarily through sponsorships and advertising. He then asked whether the Fuse contract had been set to expire in the spring. Deputy Director of Aviation, Marketing and Air Service Meier stated that the Fuse contract had been set to expire in July of the following year.

Chairman Corcoran noted that, as he understood it, renewal of the Fuse contract introduced capital dollars to support new ideas at the Airport. He asked whether the renewal decision could be accelerated to free those funds and help activate the former lobby space. Ms. Carpenter advised that the answer had been yes and added one additional point for the Airport Commission. She stated that, to ready the space, Airport staff had been obtaining three quotes from construction companies to determine the cost to deliver the area in a blank-slate condition so that Fuse could build out the activation and create a true passenger experience. She noted that this preparation would entail costs and confirmed her response had been yes.

Chairman Corcoran stated that the Airport Commission should consider accelerating the Fuse contract decision, noting that Fuse had delivered strong quality, creativity, and financial results. He stated that, if additional funds were needed to advance the concept, an accelerated renewal could help support the activation and should be considered in next steps. He stated that he had discussed with Jeffrey Bernstein the pros and cons of issuing a new solicitation and observed that a competitive process could require approximately nine months to develop bids. He added that the preference had been to improve the customer experience as quickly as possible with a trusted partner, citing increased confidence following the Agua Caliente Concourse activation and the advantages of working with a partner already embedded at the Airport. He continued that there had been limited support for a new solicitation for a 500-square-foot space and that a current partner might contribute capital immediately to initiate the activation.

Commissioner Wise stated that he had been considering activations tied to major events such as Coachella, Stagecoach, the tennis tournament, the film festival, and golf tournaments. He suggested creating an area for early ticket pickup, noting that travelers who had not received tickets by mail often faced difficulties obtaining them at venues such as the Indian Wells Tennis Garden or event sites. He stated that the service could be offered for a nominal fee or as a partnership gesture and characterized it as an opportunity for the Airport to shine and provide another reason for attendees to fly into the Airport.

Chairman Corcoran stated that the Coachella pop-up store had sold merchandise for only a few days during its month-long installation and had performed very well. He suggested that the tennis tournament could sponsor the space during its four-week run and asked Fuse to propose additional concepts to activate the area, such as on-site ticket pickup. He noted, in relation to the Plaza Theatre, that the Airport had been nearly ready to display current programming for arriving passengers and that a permanent advertising installation in the space would be an ideal way to promote shows. He expressed a desire to proceed with Fuse and to receive suggestions as quickly as possible, provided the Commission agreed. He asked Airport staff to consider accelerating the contract decision if doing so unlocked capital dollars to support the activation. Ms. Carpenter responded yes.

Commissioner Keihl stated that, regarding special events, the upcoming Olympics followed by the Paralympics should remain on the Airport's radar and that the former lobby space could be utilized for related activations. He added that such use would likely present a strong revenue opportunity. Mr. Barrett replied that Airport staff had already held those discussions. He stated that the goal had been to present a visible, welcoming presence for arriving passengers and greeters, rather than a closed roll-up door, while maintaining the ability to activate the space. He added that Airport staff would relay the Airport Commission's feedback to Fuse, which had developed numerous concepts, and that staff aimed to ensure all ideas had been captured.

Commissioner McDermott added that she had attended several meetings with Mr. Barrett, Ms. Carpenter, and the Fuse team and spoke to their strong enthusiasm. She noted that the space had been located outside security, which supported the Airport's role as a community airport. She stated that it would have been convenient for patrons to obtain event tickets there rather than waiting in lines down valley, creating interest even for individuals who had not been traveling, and that the concept could drive additional exposure and revenue. She further stated that, consistent with accelerating the contract, the Fuse team had already presented ideas and had committed to reinvesting capital expenditures to prepare the space, which could justify moving forward expeditiously.

Commissioner Voss stated, half-jokingly, that Airport staff could consider slot machines in the space and suggested placing them near a concession so patrons waiting for arriving family members could purchase food and drinks with Airport staff circulating between the two. He then offered a second proposal to explore an Airport lounge located post-security, referencing American Express-style lounges. He suggested that frequent local travelers would pay approximately \$1,500 per year for access and proposed early operating hours beginning at 4:00 A.M., with amenities such as coffee, hot food, cocktails, and assisted services including flight bookings. He noted his long tenure in the Valley and asked whether the concept had previously been considered.

Chairman Corcoran stated that, during the concessions reset, development of a club facility had been a major consideration. He asked whether the ultimate issue had

been lack of available square footage, that the Airport had not had sufficient space. Mr. Barrett stated that lack of square footage had not been the issue and that Airport staff had initially explored the lounge concept with the Fuse team. He explained that the challenge had been the location of Airport Police officers directly behind that space, and that staff needed to ensure officers remained close enough to the checkpoint to respond promptly.

Chairman Corcoran asked whether the proposed lounge location had been behind the checkpoint and whether there had been space available in that area. Mr. Barrett stated that the area behind the proposed space had been used by Airport Police officers as their access and egress corridor and that the operational issue involved providing a secure, controlled path for screened passengers from the checkpoint to any lounge in that location without disrupting security operations. Chairman Corcoran asked whether the long-range plans presented an opportunity to relocate the Airport Police functions to facilitate a lounge in the future. Mr. Barrett replied yes.

Ms. Carpenter sought feedback on a pre-security lounge concept, noting that Fuse had presented initial ideas, and asked whether any Commissioners had opposition. Chairman Corcoran requested that Airport staff bring the ideas forward. Ms. Carpenter replied that staff would present the concepts at the July 16, 2025 Airport Commission meeting.

Rich Gordon, a representative of Fuse, provided public comment and thanked the Airport Commission for the positive comments. He stated that Fuse had been excited to work with the Airport to create a first-class pre-security lounge for those waiting for arriving passengers. He explained that the concept included space for ticket sales and pickup, merchandising for major festivals and events, and advertising. He stated that Fuse recognized the need to raise additional advertising dollars and believed the space had been well suited to generate the revenue the Airport had sought relative to possible office tenancy. He concluded that Fuse looked forward to partnering with the team and thanked the Airport Commission for the positive comments.

8.E Marketing Update

Deputy Director of Aviation, Marketing and Air Service Meier reported a fifth consecutive monthly passenger record in 2025, with approximately 249,008 passengers and roughly a one-percent year-over-year increase. He noted forward schedules that projected gains of about 17.8% in July, 9% in August, 8.8% in September, and 5.6% in October, and added that July showed a 27.8% decline in Canadian arriving seats, an absolute reduction of roughly seven flights out of about 924. Staff also recapped Airport Counts International (ACI) JumpStart Air Service Development meetings, stating that American Airlines had reported U.S. capacity down approximately 11% year over year with strong domestic demand and no near-term capacity increase expected, and that Flair Airlines had reported U.S. capacity

down approximately 12% while indicating that California and New York had remained comparatively healthy.

In addition, he advised that Flair Airlines had opted not to return to the Airport for the upcoming season and had indicated interest in resuming service in winter 2026, either over the holidays or the following fall if demand improved. He stated that Canadian carriers had continued to prioritize Florida, Phoenix, and Las Vegas, and that California demand had remained comparatively stronger than other United States (U.S.) regions. He added that one carrier planned a five-percent winter capacity trim beginning in November 2025, equating to approximately 70 monthly flights instead of 74, and that the weak Canadian dollar had increased costs for Canadian visitors. He noted that several U.S. carriers had reported April 2025 results below expectations, while Visit Greater Palm Springs reported record April 2025 hotel occupancy and record high average daily rates and the Airport recorded a monthly passenger record, which suggested yields likely faced pressure from higher-than-typical hotel prices and added airline capacity versus the prior year. He continued that overall carrier sentiment toward the Airport had remained positive, that Flair's absence affected only a six-week, twice-weekly Vancouver operation from last season, and that WestJet and Air Canada continued to provide multiple daily Vancouver flights, so no market had been lost.

Mr. Meier stated that ProgressPSP, the new Capital Improvement Program webpage, had been designed to provide the public a one-stop resource for information on all ongoing Airport projects with status updates, and invited Marketing and Communications Specialist Ingrassia to discuss the launch and initial public reception.

Mr. Ingrassia reported that ProgressPSP launched on May 29, 2025 with the goal of giving the public insight into Airport operations and the breadth of passenger-facing and behind-the-scenes projects. He noted for participants that the site had been available at ProgressPSP.com. He stated that in the first two weeks the site received approximately 6,000 page views from more than 4,100 unique users, and that with a couple additional weeks of data page views totaled about 6,500.

He added that visitors explored the site rather than exiting immediately, viewing on average about three project pages per session. He also reported that visitors viewed about three project pages per session on ProgressPSP.com. He stated that the terminal expansion page had been the most visited, with retail and dining and courtyard improvements ranking closely behind. He added that the longest engagement times occurred on the automated exit-lane project and the Agua Caliente Concourse Oasis installation pages. He noted a 71% open rate for the launch email campaign, affirmed strong public interest in airport improvements, and stated that staff remained committed to keeping the site current while encouraging continued public engagement.

8.F Financial Update

Assistant Airport Director Carpenter presented the financial update and stated that the financials through May 31, 2025 showed surpluses in all four Airport funds. She reported a Customer Facility Charge surplus of approximately \$8.6 million, a Passenger Facility Charge surplus of approximately \$5.6 million, an Operations and Maintenance surplus of approximately \$13.8 million, and an Airport Capital Projects surplus of approximately \$6 million. She noted that advertising revenue to the Airport had increased by 57% year over year. She added that, at fiscal year-end following the audit, 50% of any Operations and Maintenance surplus would be returned to the airlines under the Airport Use and Lease Agreement, while the remaining 50% would accrue to fund balance to support capital projects.

Chairman Corcoran asked why, if half of the surplus returned to the airlines, the Airport did not spend more within the budget to reduce the return, citing the escalator project as an example. Ms. Carpenter explained that airlines paid for capital through annual rates and charges and that items classified as capital outlay under \$300,000 were amortized into landing, gate, hold room, and joint-use fees. She stated that Airport staff had been calculating airline rates and charges for the current year and that the airlines therefore paid for Airport capital projects through those mechanisms. She reiterated that 50% of any Operations and Maintenance surplus returned to the airlines and that the remaining 50% strengthened the Airport's capital funding.

Ms. Carpenter shared that Airport staff had worked closely with the City's Finance Department and Airport divisions for six months to refine the proposed budget, presented to City Council on June 11, 2025, and slated for final adoption on June 25, 2025. She stated that the proposal rolled up all four Airport funds and noted two restricted funds, Fund 405 (Customer Facility Charges) and Fund 410 (Passenger Facility Charges), limited to eligible Customer Facility Charges and FAA-approved Passenger Facility Charges projects. She reported a forecast surplus of approximately \$180,000 in FY 2026 and a projected \$15 million deficit in Fiscal Year 2027, explaining that the deficit reflected planned use of fund balance to support capital projects. She identified the baggage hybrid system as the largest near-term project, with approximately \$60 million in anticipated federal grants over the next few months spanning the four-year project and stated that fund balance would also support projects such as the escalators, temporary FIS construction, and terminal restrooms. She added that a revised overall summary would appear on the June 25 City Council agenda within 24 hours and reiterated that O&M surpluses would continue to flow to capital projects.

Chairman Corcoran asked whether the budget would balance out. Ms. Carpenter replied that it essentially would and stated that the Airport had not been in financial hardship. Chairman Corcoran asked whether, relative to the City's deficit-mitigation efforts, the Airport remained financially sound. He added that Airport had been in strong financial condition and cited an assigned fund balance of approximately \$100 million available to support major capital projects.

Director of Finance and Treasurer Mooney stated that the Airport had been in good financial condition, noting an assigned fund balance of approximately \$100 million. Mooney added that this fund balance had been intended to support major capital projects and that planned expenditures would draw from this reserve. Mr. Mooney concluded that, from both a fundamental and financial stability perspective, the Airport had been in great shape.

Commissioner Wise stated that he had not favored presenting a roll-up of all four funds. He acknowledged the roll-up had been required for the audit and annual report, although he emphasized that when 15 to 20 commissioners reviewed the figures, attention tended to gravitate to the bottom-line dollars, creating the impression of broad availability. He noted that the large balances in the Customer Facility Charge and Passenger Facility Charge funds needed to remain clearly segregated for their restricted purposes, and that only Funds 415 and 416 were suitable to consider together while still presenting them separately to ensure clarity. He cautioned that the roll-up could give the public and commissioners a misleading sense of flexibility, even as the overall financial health remained strong.

Mr. Mooney acknowledged the concern with rolled-up presentations and stated that City staff had preferred greater clarity on restricted funds. He explained that this year's 300-page budget book had pulled data directly from the financial software rather than through Excel, which had produced the current format. He encouraged Commissioners to review the budget book's Airport section and reported that City staff had planned to refine the presentation to make it easier to read and to distinguish restricted and unrestricted funds. He requested ongoing Commission feedback to enhance transparency.

8.G Future City Council Actions Update

Assistant Airport Director Carpenter reported upcoming City Council action items. She stated that the next City Council meeting would be Wednesday, June 25, 2025, and that the agenda included, extending the rental car agreements for all existing car rental services for one year; a long-term agreement with Carasoft Technology for common-use; and the Fiscal Year 2024 airline settlement granting sharing credits to the signatory airlines, with approximately \$5 million returned from a \$10 million surplus to five active signatory airlines among the seven signatories. She added that the July 9, 2025 agenda would include the art curator item; the purchase of eight electric-vehicle trucks; Amendment No. 3 with the American Association of Airport Executives for security background-vetting services; renewal agreements for Sky Chef a food catering company, AG, Inc., and Unifi; and an amendment to ABM Aviation Parking Management Services reducing the contract to remove traffic-enforcement officers and Taxicab starters since the Airport had deployed its own team, which had generated positive customer-service feedback at the curb. She noted that a Marshall Retail Group item would formalize The Pink Door space, which had originally been awarded as a vending machine in the RFP and had since

operated as a coffee shop, and that the action would align the legal documents with changes made through the concessions program.

8.H Projects and Airport Capital Improvement Program Update

Project Manager Singh reported that Airport staff had advanced the escalators project and would return the following month with RS&H's detailed input and next steps on the selected alternative. He then presented the Transportation Network Company (TNC) and Taxicab shelter concept, a Measure J-funded effort. To test feasibility without deep design, Airport staff limited work to a conceptual study, spending approximately 2.5% of the \$1 million budget (approximately \$23,000). The concept proposed two shelters at the north taxi area and five at the south TNC area, each approximately 15 by 20 feet. The preliminary conceptual estimate totaled about \$2.5 million, which exceeded available funding; a taxi-only scope had been estimated at roughly \$900,000, and a TNC-only scope at roughly \$1.7 million. Estimates included shelters, lighting, exposed beams, design contingency, general conditions, and landscaping. Singh stated that next steps would include discussion of scope and options.

Singh reported that the baggage handling system procurement had received a bid protest and that Airport and City staff had been working through the protest process, with an update expected at the next Airport Commission meeting. He stated that for the restaurant/retail renovation design phase, Airport staff had received a follow-up proposal from the architectural firm for approximately \$1.27 million, which had been included in next year's capital program. The design scope anticipated about 11 new stores and approximately 10 additional stalls at the courtyard restrooms. A task order had been issued to M. Arthur Gensler Jr. & Associates, Inc. (Gensler), a July kickoff meeting had been expected, and the design timeline had been negotiated down from roughly 25 months to approximately 20–25 weeks, with additional reductions anticipated in plan check and bid-document timelines through close coordination.

Singh added that the Measure J outdoor furniture project remained on schedule, with delivery expected by late July 2025 or late August 2025, and that the contractor had been fabricating custom molds. Lastly the Purchase of (8) Plug-In EV Pick-up Trucks & (4) Electric Vehicle (EV) Chargers project had received two bids, that City's Procurement and Contracting Department had been reviewing responsiveness and responsibility, and that, contingent on that review, a contract had been targeted for the July 9, 2025 City Council agenda.

Commissioner Hedrick inquired about the EV bids and asked whether the Airport had the money in-house. Mr. Singh stated that the project had been funded with the Federal Aviation Administration (FAA's) Zero Emissions Vehicle (ZEP) grant, that the grant funds had been in hand, and that the received pricing had been within budget. Commissioner Hedrick further asked whether there had been any possibility that the grant could be withdrawn.

Mr. Singh affirmed that the FAA ZEP grant had been in place and that Airport staff had reported on it quarterly. Assistant Airport Director Carpenter confirmed that the grant agreement had been executed, stated that Airport staff would begin paying for the vehicles and drawing down the grant, and noted that the funds had been in hand.

Commissioner Caldwell asked, regarding the shade-structure project scope, whether the proposed Taxicab and TNC shade structures would be removed when the terminal master plan advanced. Mr. Singh confirmed. Commissioner Caldwell then sought confirmation of the conceptual cost and stated reluctance to expend \$2.5 million if the structures would later be torn down. Mr. Singh confirmed the estimate of approximately \$2.5 million and stated that only about \$1 million had been funded.

Executive Director of Aviation Barrett clarified that Airport staff had sought feedback from the Airport Commission on the preferred direction considering new information since prior discussions. He noted that the Airport's long-term plan contemplated reconfiguring certain roadways and that changes to passenger operations might occur, which the Commission should consider. He added that these factors had not been expected to be showstoppers.

Chairman Corcoran observed that Taxicab wait times had been shorter than those for Uber and Lyft and stated the Airport Commission faced a choice about where to invest without wasting funds over the next three years. He added that he did not view such spending as a total waste. Commissioner Banks recalled the prior slide indicating approximately 55% of passengers used TNC's and about 10% used Taxicab, and suggested that prioritizing TNC users would yield a greater impact. Commissioner Caldwell asked whether the proposed shade structures would be temporary and whether historic-preservation requirements would apply. Mr. Barrett responded that demolition was not certain, though highly likely under the master plan, and stated that staff did not expect historic-preservation constraints for the TNC area while the Taxicab area could require further review.

Chairman Corcoran stated that the Airport should forecast when removal might occur, asking whether the decision horizon had been approximately five to seven years. He stated that the Airport Commission would need to back into an estimate and decide whether the investment made sense and noted that funds could be redeployed to other needs if warranted. He added that stakeholders had requested improvements on that side of the Airport for approximately three years and that the goal had been to deliver shade and related enhancements there.

Mr. Singh stated that Airport staff had been working to relocate rental car operations from their current location to the overflow lot. He reported that a project application had been initiated, with environmental and design work expected over the next few months. He explained that once rental cars had been relocated, the area currently used by TNCs, taxis, and rental cars would be free for reconfiguration. He added that a key goal had been to reduce traffic in front of the terminal by shifting most

Taxicab and TNC activity to the lower roadway and widening that curb. He estimated an approximately three-year timeline, targeting readiness in 2028, and noted that planning remained in early stages with preliminary design review underway. He stated that the relocation would enable use of a larger lot to stage and accommodate additional vehicles.

Chairman Corcoran asked whether, with another month of study, staff would have greater confidence in the next step and avoid wasting funds. Mr. Singh stated that staff could confer internally and return with a more refined timeline.

Commissioner McDermott explained that the reason for inquiring about historic preservation had been to explore whether, for a temporary solution, the design approach could be broadened and whether the Airport could engage Fuse to help underwrite a concept through creative sponsorship that provided subtle visibility. She acknowledged that such an arrangement might not have been the most likely scenario yet could still be viable. Airport Planner Gomez stated that, upon presenting the concept to the Measure J Commission, the body would consider the proposal in totality and the project team would support whatever decision the Airport Commission reached. She explained that, for permitting purposes, the shelters would be presented as permanent structures even though the anticipated horizon had been approximately three years. She added that the package would include both TNC and Taxicab shelter options, with flexibility for the Airport Commission to select all or portions, and that the design remained open for refinement to complement the existing setting. He affirmed that the team would be transparent that circumstances could change and that the installation could be limited to about three years.

Commissioner McDermott asked whether a scenario existed in which a partner could financially support the shade-structure project through creative financing. Chairman Corcoran commented that he had not been sure a partner had available budget. Ms. Gomez explained that, because the project site was on Airport property, external development funding had been constrained. Chairman Corcoran stated that the Airport Commission needed additional information, including schedule and timing, to determine whether the investment would be prudent.

9. EXECUTIVE DIRECTOR REPORT

Executive Director of Aviation Barrett provided the Executive Report. He highlighted positive developments, including the nomination of the Las Palmas Oasis concession for an Airports Council International award, with winners scheduled to be announced on June 25, 2025, in Texas. He reported that Las Palmas Oasis had performed well and fostered a unique atmosphere. He noted that the Airport's credit rating agency had reaffirmed its report and commended staff. He further reported that the Airport had completed the transition of its aircraft rescue and firefighting vehicles from PFAS-containing foam to a fluorine-free agent, placing the Airport among the first to implement the change.

Commissioner Hedrick inquired about the Rental Car Facility P3 project and noted he did not see where the item would return to the Airport Commission prior to consideration by the City Council. Executive Director of Aviation Barrett asked in what context. Commissioner Hedrick stated it appeared that Airport staff would select a path forward and take it directly to the City Council.

Mr. Barrett stated that this had not been the case. He explained that the matter had been under review by Frasca and Associates, LLC (Frasca), the Airport's financial consultant, along with BBK Attorneys, who had been assisting with process and legal considerations. He reported that those firms had been reviewing all agreements and related issues touched by a potential P3 to determine feasibility and identify any roadblocks. He added that, once that assessment had been completed, anticipated in August 2025 a value-for-money analysis would be conducted to determine whether the project met the necessary financial metrics. He stated that the results would come to the Airport Commission for discussion of policy decisions affecting the airline rate base and the Airport's ability to retain certain revenues, after which the Airport Commission would make a recommendation to the City Council.

Commissioner Hedrick asked whether, while constructing, the Airport had also been considering adding the gates located behind it. Mr. Barrett responded that those gates had not been conceived within the Rental Car Facility effort due to the differing uses, potential implications for airside operations and legal agreements with a prospective investor, and recent findings about connectivity that staff had been working to resolve through planning. Commissioner Hedrick concluded by congratulating Airport staff on the A rating credit and stated that it had been an excellent achievement.

10. COMMISSIONERS REQUESTS AND REPORTS:

Commissioner Berriman thanked everyone and stated appreciation for the work on the Master Plan and for the collaboration during two terms. Chairman Corcoran thanked the Commissioner Berriman and Commissioner Feltman for their service and extended appreciation to Airport staff and those in the audience. He noted that Commissioner Schoeffler would be welcomed next month.

Commissioner Banks recognized Commissioner McDermott for representing the Airport Commission at the prior evening's City Council meeting, where commissions citywide presented for approximately five minutes each, and he stated that her presentation had been the most informative.

Chairman confirmed that the next Airport Commission meeting had been scheduled for the July 16, 2025 at 4:00 P.M., and requested the calendar invitation to be updated from 5:30 P.M. to 4:00 P.M. He reminded members of the Noise Committee that it would meet at 3:00 P.M. prior to the Airport Commission meeting in July 2025.

11. REPORT OF COUNCIL ACTIONS:

11.A Past City Council Actions

12. RECEIVE AND FILE:

- 12.A** Airline Activity Report May 2025
- 12.B** Airline Activity Report Fiscal Year Comparison
- 12.C** Employment Update
- 12.D** Request For Proposal (RFP) and Invitation For Bid (IFB) Update

13. COMMITTEES:

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

14. ADJOURNMENT:

The Airport Commission adjourned at 6:18 P.M. to a Regular Meeting on July 16, 2025, at 4:00 P.M.

Tanya Perez
Interim Executive Administrative Assistant



palm springs

INTERNATIONAL AIRPORT

AIRPORT COMMISSION

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

Wednesday, July 16, 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 Schoeffler to lead the Pledge of Allegiance.

2. POSTING OF AGENDA: Agenda posted on July 10, 2025 and Amended Agenda posted on July 14, 2025.

3. ROLL CALL:

Commissioner's Present:

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

Commissioners Absent: Dave Banks (Palm Springs), Denise Delgado (Coachella), Bryan Ebensteiner (Palm Springs), Tracy Martin (Palm Springs), Kevin Wiseman (Palm Desert)

Staff Present:

Scott C. Stiles, City Manager
Harry Barrett, Jr., Executive Director of Aviation
Jeremy Keating, Assistant Airport Director
Victoria Carpenter, Assistant Airport Director
Daniel Meier, Deputy Director of Aviation, Marketing and Air Service
Ryan Kaspari, Deputy Director of Capital Development
Lowell Valencia-Miller, Executive Program Administrator
Harman Singh, Project Manager

Josue Morejon, Safety Management Systems Manager
Jake Ingrassia, Marketing and Communications Specialist
Tanya Perez, Interim Executive Administrative Assistant
Brenda Pree, City Clerk
Kristopher Mooney, Director of Finance & Treasurer
Jeremy Holm, City Attorney

Others Present:

Keith Scott, Fuse Connect, LLC
Scott Jacobson, Fuse Connect, LLC
Rich Gordon, Fuse Connect, LLC
Alex Garfio, Fuse Connect, LLC
Alex Braidwood, Group Creative Services LLC
Ryan Hanser, Group Creative Services LLC
Teva Dawson, Group Creative Services LLC
Molly Wood, Group Creative Services LLC

4. NOMINATION AND ELECTION OF OFFICERS

City Clerk Pree administered the nomination and election of officers.

MOTION BY COMMISSIONER HEDRICK, SECONDED BY COMMISSIONER YOUNG, CARRIED UNANIMOUSLY, to accept Commissioner Corcoran as Airport Commission Chair and Commissioner Burke as Airport Commission Vice Chair.

5. ACCEPTANCE OF AGENDA:

MOTION BY COMMISSIONER YOUNG, SECOND BY COMMISSIONER MCDERMOTT, CARRIED UNANIMOUSLY, to approve the agenda as presented.

6. PUBLIC COMMENTS: None.

7. APPROVAL OF MINUTES:

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

MOTION BY COMMISSIONER FONG, SECOND BY COMMISSIONER HEDRICK, CARRIED UNANIMOUSLY, to approve the minutes of April 23, 2025, with the correction.

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

MOTION BY COMMISSIONER YOUNG, SECOND BY COMMISSIONER VOSS, CARRIED 13 – YES AND 1 - ABSTAINED, to approve the minutes of May 21, 2025.

8. INTRODUCTIONS AND PRESENTATIONS:

8.A Josue Morejon - Safety Management Systems Manager

Josue Morejon was introduced to the Airport Commission.

8.B Ryan Kaspari - Deputy Director of Capital Development

Ryan Kaspari was introduced to the Airport Commission.

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

Executive Director of Aviation Barrett reported that the Airport Administration Manager position had been reclassified as Assistant Airport Director.

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

Commissioner Valdez was introduced to the Airport Commission.

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

Commissioner Scheffler was welcomed to the Airport Commission.

9. DISCUSSION AND ACTION ITEMS:

9.A Lobby Space Update

Fuse Connect, LLC (Fuse) provided a Lobby Space update.

9.B Fuse Update

Assistant Airport Director Carpenter provided the Fuse update.

MOTION BY COMMISSIONER HEDRICK, SECOND BY COMMISSIONER MCDERMOTT, CARRIED UNANIMOUSLY, to support the Airport Display Advertising Concession Agreement Two One-Year Extension Letters with Fuse Connect, LLC.

9.C Art Curator Update

Executive Program Administrator Valencia-Miller provided an update, and Group Creative Services, LLC provided a presentation.

MOTION BY COMMISSIONER WISE, SECOND BY COMMISSIONER YOUNG, CARRIED UNANIMOUSLY, to recommend to the City Council the approval of Contract Services Agreement No. 25P214 with Group Creative Services, LLC for Art

Curator Consulting Services at Palm Springs International Airport in an amount not to exceed \$425,000 for a three-year term, beginning September 10, 2025, and ending September 9, 2028.

9.D Transitioning to Action Minutes

Interim Executive Administrative Assistant Perez reported on transitioning to action minutes.

MOTION BY COMMISSIONER HEDRICK, SECOND BY COMMISSIONER VOSS, CARRIED UNANIMOUSLY, to approve transitioning from semi-verbatim minutes to action minutes.

9.E Subcommittee Restructuring and Appointment of Committee Members

Chairman Corcoran

9.F Marketing Update

Deputy Director of Aviation, Marketing and Air Service Meier provided an update.

9.G Financial Update

Assistant Airport Director Carpenter provided the Financial update.

The Airport Commission requested a future discussion on general aviation landing fees and existing Fixed Based Operators (FBO) Agreements.

9.H Future City Council Actions Update

Assistant Airport Director Carpenter provided the Future City Council update.

9.I Projects and Airport Capital Improvement Program Update

Project Manager Singh provided the Projects and Airport Capital Improvement Program Update.

10. EXECUTIVE DIRECTOR REPORT

Executive Director of Aviation Barrett provided the Executive Director Report update.

The Airport Commission requested to be kept up to date on the initiatives presented.

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** Committee's Roster

ADJOURNMENT:

The Airport Commission adjourned at 5:04 P.M. to a Regular Meeting on September 17, 2025, at 4:00 P.M.

Tanya Perez
Interim Executive Administrative Assistant



AIRPORT COMMISSION STAFF REPORT

DATE: September 17, 2025

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 25P269 WITH PASLAY MANAGEMENT GROUP, LLC FOR AIRPORT PROGRAM MANAGEMENT & ADVISORY CONSULTING SERVICES FOR PALM SPRINGS INTERNATIONAL AIRPORT

FROM: Harry Barrett Jr., Executive Director of Aviation

BY: Department of Aviation

SUMMARY:

This action will recommend to the City Council the approval of Professional Services Agreement No. 25P269 with Paslay Management Group, LLC (Paslay Group) in an amount not to exceed \$7,151,999 for Airport Program Management & Advisory Consulting Services for the Palm Springs International Airport (Airport).

RECOMMENDATION:

This action will recommend to the City Council the approval of Professional Services Agreement No. 25P269 (**Attachment A**) with Paslay Management Group, LLC for Airport Program Management & Advisory Consulting Services for the Palm Springs International Airport in an amount not to exceed \$7,151,999 for the five-year term beginning September 26, 2025 through September 25, 2030.

BACKGROUND:

The Airport is a small hub airport serving roughly 3.3 million annual passengers and supports nine resort cities in the Coachella Valley. The Airport has 980 acres that includes the following:

- Approximately 57 buildings.
- The Wexler designed terminal building that is listed as a Class 1 asset on the National Register of Historic Places.

- Two open-air concourses with a total of 18 gates.
- Two parallel runways:
 1. 13R/31L is a 10,000 foot runway that serves commercial traffic.
 2. 13L/31R is a 5,100 foot runway that serves light general aviation aircraft.
- 13 tenant airlines serving over 40 non-stop destinations across the U.S. and from pre-clearance cities in Canada.

The Airport is completing a comprehensive Master Plan process which contemplates nearly \$2.2 billion in capital improvements over the next 15-20 years. The Airport is expecting to double its growth over the 20-year planning horizon.

Short-term capital development plans include the expansion of the main terminal and replacement of the outbound Baggage Handling System (BHS) and construction of a consolidated rental car facility. Medium-term capital development plans also include expansion of the main terminal and a north concourse expansion which would add seven gates and a Federal Inspection Station (FIS), expansion and relocation of public parking and employee parking areas, and airfield improvements including potential reconstruction of the primary commercial runway, the addition of Remain Overnight (RON) parking, and relocation of a Fixed Base Operator.

Due to the potential scale, number of concurrent projects, and operational complexity, the Airport seeks to engage a Program Management & Advisory Services consulting team with airport specific expertise and specialty technical services to assist with the development and oversight of the mega-program delivery. This approach is standard practice at peer airports of similar size facing large capital programs.

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. 7 proposals were received by the deadline of June 12, 2025, as follows:

- Accenture Infrastructure and Capital Projects, LLC, Palm Desert, CA
- Hill International, Inc., La Quinta, CA
- M2P Consulting, Inc., Westchester, CA
- Paslay Management Group, LLC, Fort Worth, TX
- PMA Consultants, LLC, Seal Beach, CA
- STV Construction, Inc., Rancho Cucamonga, CA
- Vantage Group (Services), LLC, New York, NY

An evaluation committee consisting of City staff from the Aviation Department, a representative from Daley Strategies, and a consultant from InterVISTAS Consulting USA

LLC reviewed and scored the proposals received against published criteria in the RFP. Criteria included the firm's experience, the staff experience, the understanding of the scope of work, references and cost proposal. Based on the review of the proposals, interview and scoring, the evaluation committee recommended that the City enter into contract negotiations with the highest scoring firm, Paslay Management Group, LLC was ranked the highest by the evaluation team and is being recommended for award of the contract.

The Paslay Group has 19 years of airport consulting experience and 50 airport engagements since 2006. Depicted below are some of Paslay Group's current airport program management engagements.

Airport	Project Value	Project Description
Ontario International Airport	\$500M	Support for redevelopment and evaluation of the practices and procedures for capital development delivery.
Phoenix Sky Harbor International Airport	\$3.5B	Capital Improvement Program assessment.
John Wayne Airport	\$750M	Capital Improvement Program – Planning, implementation, and execution.
St. Louis Lambert International Airport	\$3B	Consolidated Terminal Program, Airport planning and development of department staff augmentation.
Charleston International Airport	\$1B	Terminal expansion and concourse development.
Cleveland Hopkins Airport	\$1.8B	Terminal redevelopment, concourse replacement/redevelopment, Baggage Handling System, landside roadway, parking, future P3 CONRAC in planning phase.
Cincinnati/Northern Kentucky International Airport	\$600M	Terminal and concourse redevelopment.
Nashville International Airport	\$1.6B	Expansion of two concourses with new air freight building, terminal roadway improvements, and CONRAC.
Pittsburgh International Airport	\$1.93B	New terminal, CONRAC, parking, and roadways.

The Airport is seeking professional Airport Program Management and Advisory consulting services to ensure the success of the Airport's estimated \$2.2 billion capital program. The complexity of the need is illustrated in the Airport's Planned and Ongoing Projects 2026 - 2030 (**Attachment B**), which reflects overlapping timelines, diverse project scopes, and a sustained capital workload requiring coordinated, program-level oversight. The on-call, task-based services will include the following:

- Program Strategy and Management Services
- Program Scheduling
- Oversight and Budget Control
- Document Controls Design Management
- Preconstruction Facilitation
- Project Management
- Advisory Services
- Oversight of a Program Management/Construction Management Team responsible for key projects (if needed)

The Airport Program Management and Advisory consulting services will ensure efficient and effective project delivery, regulatory compliance, stakeholder coordination, and strategic alignment with the Airport's long-term growth objectives by providing program-level oversight, advisory, and integration services. Individual projects will continue to have separate designers, contractors, and construction management firms, making it clear that Paslay Management Group, LLC's work is complementary rather than duplicative.

ALIGNMENT WITH STRATEGIC PLANNING:

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

FISCAL IMPACT:

Compensation is based on an hourly rate schedule for on-call and task-based projects. The Contractor will be required to bill on a Time-and-Materials basis.

\$400,000 is budgeted in Fiscal Year 2025-26 and in Fiscal Year 2026-27 in the Department of Aviation, Administration Contractual Services Account 4157020-40105.

If the Airport staff determines that additional funding is necessary for Fiscal Years 2025-26 and 2026-27, staff will seek City Council's approval for an appropriation of funds to increase the budget for Account 4157020-4015. Sufficient funds will be budgeted for Fiscal Year 2027-28, 2028-29, and 2029-30.

ATTACHMENTS:

- A. Professional Services Agreement No. 25P269
- B. Airport's Planned and Ongoing Projects 2026 - 2030



ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT 25P269 AIRPORT PROGRAM MANAGEMENT & ADVISORY CONSULTING SERVICES

This Professional Services Agreement ("Agreement") is entered into this 26TH day of September 2025 ("Effective Date"), by and between the City of Palm Springs, a California charter city and municipal corporation, ("City") and Paslay Management Group LLC, a Texas limited liability corporation, ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties."

RECITALS

A. City requires the services of a qualified firm to provide airport program management and advisory consulting services ("Project").

B. Consultant has submitted to City a proposal to provide airport program management and advisory consulting services to City under the terms of this Agreement.

C. Consultant 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 Consultant to provide such professional 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 CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional 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, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work contemplated and, in light of such status and experience, Consultant covenants that it shall perform 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. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

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 Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibit "B", respectively, are incorporated herein by this reference and are made a part of this Agreement. The Scope of Services shall

include the Consultant's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Consultant'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 Consultant's Proposal.

1.3 Compliance with Law. Consultant 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. Consultant 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. Consultant 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 required by this Agreement. Consultant represents and warrants to City that Consultant 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 Consultant to perform the Work and under this Agreement.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant: (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, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "B" and incorporated herein by this reference. Compensation shall not exceed the maximum contract amount of Seven Million One Hundred Fifty One Thousand Nine Hundred Ninety-Nine Dollars (\$7,151,999) ("Maximum Contract Amount"), except as may be provided under Section 2.3. 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 Consultant at all project meetings reasonably deemed necessary by the City. Consultant 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 Consultant wishes to receive payment, Consultant 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 (10th) working day of such month. Such requests shall be based upon the amount and value of the Services performed by Consultant 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 Consultant 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, the 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 Consultant'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 five years, commencing on September 26, 2025, and ending on September 25, 2030, unless extended by mutual written agreement of the Parties.

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 Consultant. Where termination is due to the fault of Consultant 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, Consultant shall immediately cease all Services except such as may be specifically approved by the Contract Officer. Consultant 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. Consultant shall not be entitled to payment for unperformed Services and shall not be entitled to damages or compensation for termination of Work. Consultant may not terminate this Agreement except for cause, upon thirty (30) days written notice to City.

3.3 Schedule of Performance. Consultant 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 Consultant, 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: R. Clay Paslay, CEO & President. 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 Consultant and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Consultant 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"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Services. Consultant 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 Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Consultant 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 Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subConsultant(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subConsultant and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. 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 Consultant or any surety of Consultant from any liability under this Agreement without the express written consent of City.

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

A. During the performance of this Agreement, Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, 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 Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant 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 Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant 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 Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, 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 Consultant's officers, employees, servants, representatives, subConsultants, or agents, Consultant shall indemnify City for all such financial obligations.

4.5 California Labor Code Requirements.

A. Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant 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 Consultant 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 Consultant and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Consultant 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 Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

5. INSURANCE

5.1 Types of Insurance. Consultant 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 Consultant's performance of Work under this Agreement, including Consultant'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 Consultant 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. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for professional 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.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional 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) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification under (a), Consultant shall procure from the professional 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, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant 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. Consultant 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. Consultant 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 subConsultants, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant 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 Consultants, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant 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. Consultant 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. Consultant 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 Consultant'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 Consultant under this Agreement:

A. For any claims related to this Agreement, Consultant'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 Consultant'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 Consultant 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. Consultant 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 Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

F. Consultant agrees to ensure that subConsultants, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with subConsultants and others engaged in the Project will be submitted to the City for review.

G. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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. Consultant 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. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant 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. Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant 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. Consultant 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 Consultant'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 Consultant's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Consultant shall defend (at Consultant'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 (Consultant'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 Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant'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 Consultant's indemnification obligation or other liability under this Agreement. Consultant'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 Professional Services Indemnification and Reimbursement. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant'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, Consultant'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 Consultant in the performance of the Services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant 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. Consultant 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. Consultant acknowledges that the City is greatly concerned about

the cost of the Work to be performed under this Agreement. For this reason, Consultant agrees that Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services. If Consultant is providing design services, Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Consultant 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 Consultant, its employees, subConsultants, 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. Consultant 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 Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all resulting damages. Consultant may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied in this Agreement. Consultant shall ensure that all its subConsultants shall provide for assignment to City of any documents or materials prepared by them. In the event Consultant fails to secure such assignment, Consultant shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant 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 Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant 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, Consultant shall provide City, or other agents of City, such access to Consultant'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 Consultant's performance under this Agreement. Consultant 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 Consultant 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 Consultant. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall not limit Consultant'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 consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or 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 Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Consultant 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. Consultant warrants that Consultant 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, Consultant 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”). Consultant 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, Consultant certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant 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 Consultant 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

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

A. It is agreed that Consultant 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 Consultant shall pay all costs and damages finally

awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant'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 Consultant. However, Consultant 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 Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant 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 Consultant's expense. Consultant shall not be obligated to indemnify City under any settlement that is made without Consultant'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, Consultant, 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 Consultant:

Paslay Management Group, LLC
Attention: R. Clay Paslay
209 W. 2nd St., Suite 309
Fort Worth, TX 76102

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.

10.11 Federal Provisions. Since funding for the Services is provided, in whole or in part, by the Federal Aviation Administration, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" attached hereto and incorporated herein by reference ("Federal Provisions"). With respect to any conflict between such Federal Provisions and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF PALM SPRINGS AND PASLAY MANAGEMENT GROUP, LLC**

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

CONSULTANT:

By: _____ By: _____
Signature Signature

Date: _____ Date: _____

CITY OF PALM SPRINGS:

APPROVED BY CITY COUNCIL:

Date: _____ Item No. _____

APPROVED AS TO FORM:

ATTEST:

By: _____ By: _____
City Attorney 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. Deliverables and Anticipated Work

1. Program Strategy and Management Services

- a. Provide high-level management and coordination for the PSP capital improvement program, ensuring alignment with PSPs Master Plan and Strategic vision.
- b. Assist with briefing municipal and state elected bodies and providing program updates.
- c. Imbed as needed/requested with PSP Executive Staff and provide expert guidance on airport expansion, modernization and infrastructure planning.
- d. Support PSP in change management and provide partnering as required for each of the major program elements.
- e. Support PSP's development goals and initiatives through the provision of technical advisory services, engagement with internal and external stakeholders, and other as-needed services related to PSP's capital improvement programs.
- f. Assess opportunities for revenue development and assist in identifying strategies for project funding.

2. Organizational Advisory Services

- a. Assist with conducting organizational structure assessments as the airport evolves including airport benchmarking, providing recommendations for optimized staffing levels and processes, and compensation and pay analysis.
- b. Assist PSP in defining the CIP program team, structure, project delivery strategy and project delivery executive plan for the program.
- c. Assess PSP's situation including capabilities, constraints, and priorities to understand the situation and advise on implementing plans.
- d. Provide advice to PSP Executive team concerning revenue generating strategies and opportunities.

3. Program Oversight and Reporting

- a. Evaluate, develop and implement operational controls for managing large capital projects, as needed.
- b. Provide program oversight and reporting that may include development and implementation of operational controls for managing capital projects, development and management of capital project performance metrics as it relates to costs, schedule, scope, document control, contract administration and project status.
- c. Develop and assist in the tracking and management of project performance.
- d. Assist in the development and maintenance of a master schedule to show all program activities, sequencing, durations, dependencies/relationships, key milestones, and conflicts and provide input on corrective action plans as necessary.

- e. Monitor program/project performance and identify areas of concern, scheduling, activity delays, conflicts and provide input on corrective action plans as necessary.
- f. Generate reports as near real-time as possible to allow for planning and execution of corrective actions in a timely manner.
- g. Provide assistance with planning and design, review of plans and project progress, preconstruction services facilitation, funding programming recommendations, purchasing and integration, and procurement support.
- h. Assist in the development of processes and procedures to implement a successful Operational Readiness, Activation, and Transfer (ORAT) program.

4. Stakeholder Coordination

- a. Act as a liaison between PSP leadership, consultants, airlines, regulatory agencies, and other stakeholders.
- b. Facilitate meetings, workshops, and progress reports and provide presentations to keep all parties informed and apprised of the best available information.

5. Contract and Funding Compliance:

- a. Conduct process compliance review and agreement administration services related to review of invoices, administration of change orders, agreement modifications, and project documentation.
- b. Provide quality assurance assistance in the administration of construction agreements.
- c. Provide audits of construction agreements for financial elements such as allowable costs, verification of overhead, profit markups on change orders, and supporting documentation for claimed costs.
- d. Assist in determining funding eligibility and implement a system for tracking, validating, and partitioning eligible project expenses based on funding source.
- e. Ensure contract compliance with FAA, TSA, and other relevant regulatory agencies.
- f. Conduct risk assessments, develop mitigation strategies and provide guidance on issues related to safety management systems, security and emergency preparedness measures in project execution.

B. Specifications

1. The Contractor shall provide a variety of support services for the Executive Team at PSP in the area of Program Management and Advisory Services.
2. Assignments will be developed individually task order based, by PSP in conjunction with the selected Consulting Team, when and if consulting services are required.

Schedule:

Work will commence on the issuance of a Notice to Proceed, and work shall be completed by the end of the contract term period.

Compensation:

Work will be compensated on an hourly rate schedule for the annual projected level of effort assumed for all staff on this project and will be an on-call, task-based Master Contract. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Contractor will be required to bill on a Time-and-Materials basis. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City.

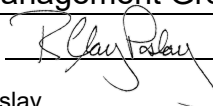
EXHIBIT “B”

SCHEDULE OF COMPENSATION

**ATTACHMENT "H" COST PROPOSAL
REQUEST FOR PROPOSAL (RFP 07-25)
AIRPORT PROGRAM MANAGEMENT & ADVISORY CONSULTING SERVICES
THIS FORM MUST BE COMPLETED AND SUBMITTED IN SEPARATE ELECTRONIC
FILE #2 "Cost Proposal", NOT with Electronic File #1, Technical/Work Proposal*)**

ITEM	DESCRIPTION	Unit of Measure	Estimated Hours	Rate	TOTAL
1	Program Management & Advisory Consulting Services – Annual Projected Level of Effort Year 1	Hourly			
	Consultants (Include position titles	Hourly			
	Rick Lee, Project Manager	Hourly	1,900	\$ 400	\$ 760,000
	Kris Vogt, Engagment Executive	Hourly	400	\$ 425	\$ 170,000
	Jim Bennett - startup	Hourly	125	\$ 400	\$ 50,000
	Ted Kitchens - startup, design mgmnt	Hourly	325	\$ 400	\$ 130,000
	Scott Vriesman (Chrysalis)	Hourly	200	\$ 240	\$ 48,000
	Dylan Hirsch (CM Solutions)	Hourly	950	\$ 210	\$ 199,500
	Jamal Albarghouti (CM Solutions)	Hourly	200	\$ 180	\$ 36,000
	Miriam L'Engle (Jacobsen/Daniels)	Hourly	100	\$ 350	\$ 35,000
	Reimbursable Expenses	Direct Cost			\$ 55,820
2	Program Management & Advisory Consulting Services – Annual Projected Level of Effort Year 2	Hourly			
	Consultants (Include position titles				
	Rick Lee, Project Manager	Hourly	1,900	\$ 416.00	\$ 790,400
	Ted Kitchens - design mgmnt	Hourly	200	\$ 400.00	\$ 80,000
	Kris Vogt, Engagment Executive	Hourly	400	\$ 442.00	\$ 176,800
	Scott Vriesman (Chrysalis)	Hourly	200	\$ 249.60	\$ 49,920
	Dylan Hirsch (CM Solutions)	Hourly	950	\$ 218.40	\$ 207,480
	Jamal Albarghouti (CM Solutions)	Hourly	200	\$ 187.00	\$ 37,400
	Miriam L'Engle (Jacobsen/Daniels)	Hourly	100	\$ 364.00	\$ 36,400
	Reimbursable Expenses	Direct Cost			\$ 43,814
3	Program Management & Advisory Consulting Services – Annual Projected Level of Effort Year 3	Hourly			
	Consultants (Include position titles				
	Rick Lee, Project Manager	Hourly	1,900	\$ 432.64	\$ 822,016
	Ted Kitchens - design mgmnt	Hourly	200	\$ 400.00	\$ 80,000
	Kris Vogt, Engagment Executive	Hourly	200	\$ 459.68	\$ 91,936
	Scott Vriesman (Chrysalis)	Hourly	200	\$ 259.58	\$ 51,917
	Dylan Hirsch (CM Solutions)	Hourly	950	\$ 227.14	\$ 215,779
	Jamal Albarghouti (CM Solutions)	Hourly	400	\$ 195.00	\$ 78,000
	Miriam L'Engle (Jacobsen/Daniels)	Hourly	100	\$ 379.00	\$ 37,900
	Reimbursable Expenses	Direct Cost			\$ 43,282
4	Program Management & Advisory Consulting Services – Annual Projected Level of Effort Year 4	Hourly			
	Consultants (Include position titles				
	Rick Lee, Project Manager	Hourly	1,900	\$ 449.95	\$ 854,897
	Kris Vogt, Engagment Executive	Hourly	200	\$ 478.07	\$ 95,613
	Scott Vriesman (Chrysalis)	Hourly	200	\$ 269.97	\$ 53,993
	Dylan Hirsch (CM Solutions)	Hourly	950	\$ 236.22	\$ 224,410
	Jamal Albarghouti (CM Solutions)	Hourly	400	\$ 202.80	\$ 81,120
	Miriam L'Engle (Jacobsen/Daniels)	Hourly	100	\$ 394.00	\$ 39,400
	Reimbursable Expenses	Direct Cost			\$ 41,349
5	Program Management & Advisory Consulting Services – Annual Projected Level of Effort Year 5	Hourly			
	Consultants (Include position titles				
	Rick Lee, Project Manager	Hourly	1,900	\$ 467.94	\$ 889,093
	Kris Vogt, Engagment Executive	Hourly	175	\$ 497.19	\$ 87,008
	Scott Vriesman (Chrysalis)	Hourly	200	\$ 280.77	\$ 56,153
	Dylan Hirsch (CM Solutions)	Hourly	950	\$ 245.67	\$ 233,387
	Jamal Albarghouti (CM Solutions)	Hourly	400	\$ 210.91	\$ 84,365
	Miriam L'Engle (Jacobsen/Daniels)	Hourly	100	\$ 409.00	\$ 40,900
	Reimbursable Expenses	Direct Cost			\$ 42,946
	Total				\$ 7,151,999

Firm Name: Paslay Management Group, L.P.

Signature of Authorized Person: 

Printed Name: R. Clay Paslay

Title: CEO & President Date: 09/11/2025

EXHIBIT "C"

EXECUTIVE ORDER N-6-22 CERTIFICATION

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: _____

Title: _____

Firm Name: _____

Date: _____

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
FAA – 09	Copeland Anti-Kickback Act	14
FAA – 10	Davis Bacon Requirements	15
FAA – 11	Debarment and Suspension *	22
FAA – 12	Disadvantaged Business Enterprise *	23
FAA – 13	Distracted Driving	25
FAA – 14	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	26
FAA – 15	Drug Free Workplace Requirements (not applicable to Contractors)	27
FAA – 16	Equal Employment Opportunity	28
FAA – 17	Federal Fair Labor Standards Act *	36
FAA – 18	Lobbying and Influencing Federal Employees	37
FAA – 19	Prohibition of Segregated Facilities	38
FAA – 20	Occupational Safety and Health Act of 1970	39
FAA – 21	Procurement of Recovered Materials *	40
FAA – 22	Right to Inventions	41
FAA – 23	Seismic Safety	42
FAA – 24	Tax Delinquency and Felony Convictions*	43
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

FAA - 01 Access 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 - 02 Affirmative Action Requirement

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

APPLICABILITY – pertains to all contracts over \$10,000 as follows:

Construction – AIP funded construction work contracts and subcontracts that exceed \$10,000. 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 – any equipment project exceeding \$10,000 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 a manufacturer's plant (e.g., firefighting and snow removal vehicles).

Professional Services – any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.).

Property/Land – any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

REQUIREMENTS -

1. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 16%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR

60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **California, Riverside County, Palm Springs.**

Reference: 41 CFR Part 60-4

FAA – 03 Breach of Contract

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)

FAA – 04 Buy American Preferences

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

FAA – 05 Civil Rights General

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

FAA – 06 Civil Rights – Title VI Assurances

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

FAA – 09 Copeland Anti-Kickback

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; 2 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.

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 4.5 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)

FAA – 28 Domestic Preferences for Procurements

APPLICABILITY – all contracts and Purchase orders for work or products under the grant.

REQUIREMENT -

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

Reference: 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

Airport's Planned and Ongoing Projects 2026 - 2030

[illegible]



September 17, 2025

AIRPORT COMMISSION
PALM SPRINGS INTERNATIONAL AIRPORT
Airport Program Management & Advisory Consulting Services

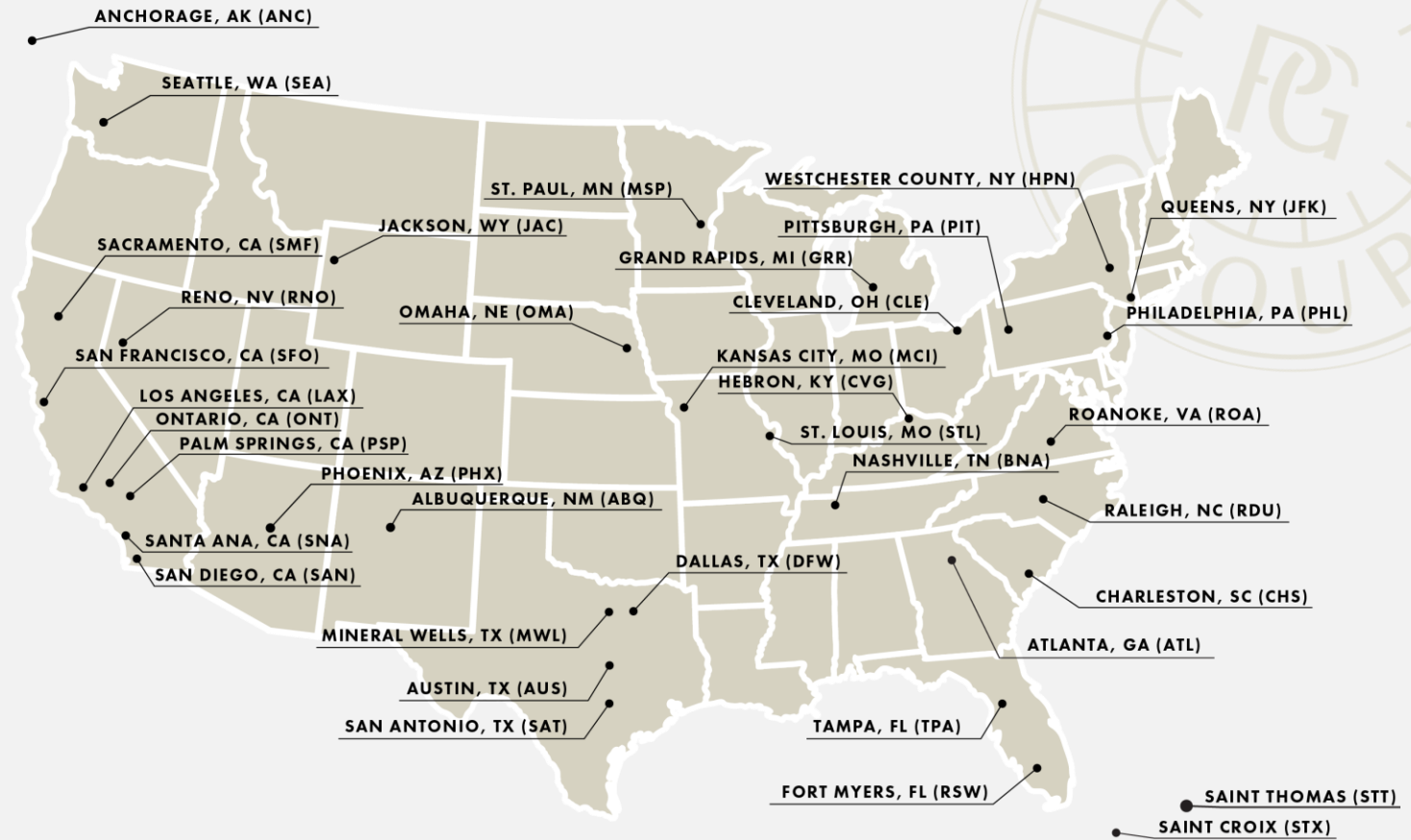


PASLAY GROUP EXPERIENCE

19 years
airport consulting
experience

\$44+ billion
in assets managed

50
airport engagements
since 2006



WHAT WE DO



EXECUTIVE PROGRAM MANAGEMENT

Supports airport owners with planning & implementing complex capital development programs.



BUSINESS ADVISORY SERVICES

Provides enterprise-level strategies to increase revenue, control costs, improve performance, and ensure long-term success.



CONCESSIONS CONSULTING

Assists owners in right-sizing programs with attention to space planning, programming, & revenue generation. Anticipates challenges & provides solutions.



DEVELOPMENT SERVICES

Aids in evaluating, developing & monetizing non-aeronautical airport real estate assets.

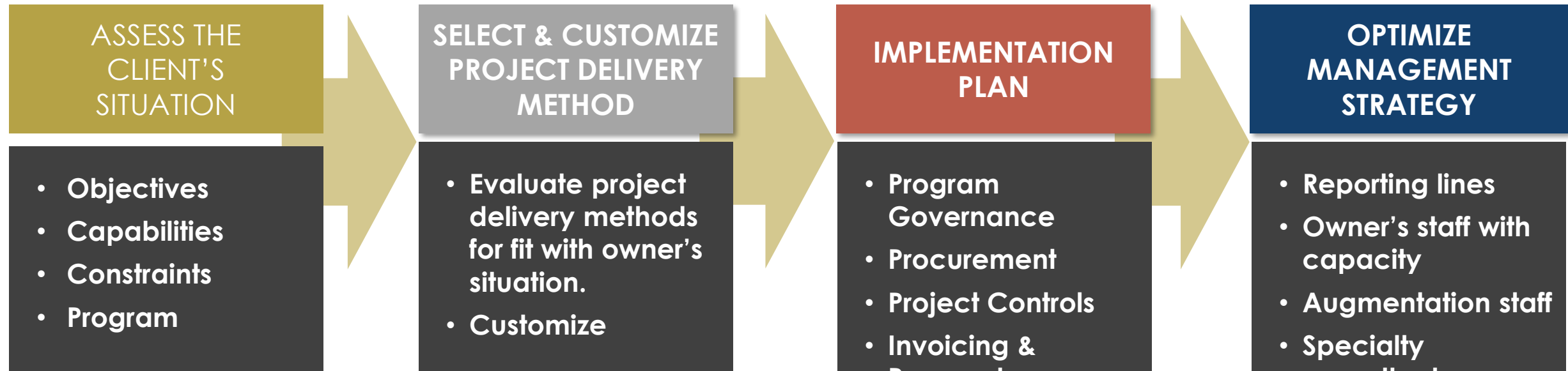
CURRENT EXECUTIVE PROGRAM MANAGEMENT ENGAGEMENTS					
AIRPORT	DATES	VALUE	DELIVERY METHOD	FTEs	DESCRIPTION
ONT	2025 start	\$500M	TBD	2.5	Support for redevelopment and evaluation of the practices and procedures for capital development delivery.
PHX	2025 start	\$3.5B	CMAR	1	Capital Improvement Program assessment.
SNA	2024-present	\$750M	DB, CMAR, JOC	3.5	Capital Improvement Program planning, implementation and execution.
STL	2023-present	\$3B	CMAR	2	Consolidated Terminal Program, Airport Planning & Development Department staff augmentation.
CHS	2023-present	\$1B	TBD	3.5	Terminal expansion, concourse development.
CLE	2023-present	\$1.8B	DB	4	Terminal redevelopment, concourse replacement/ redevelopment, BHS, landside roadway, parking; future P3 ConRAC in planning phase.
CVG	2023-present	\$600M	DB	3	Terminal and concourse redevelopment.
STT/ STX	2023-present	\$500M	P3	1.25	Terminal redevelopment programs for St. Thomas and St. Croix airports, Virgin Islands Port Authority.
BNA	2023-present	\$1.6B	DB, CMAR	5	BNA New Horizon: 2-concourse expansion with new air freight building, terminal roadway improvements, 4,700-space ConRAC, 8,000 additional parking spaces, and other upgrades.
PIT	2019-present	\$1.93B	Agency CM	5	700K SF new terminal, BHS, SSCP, Multi-Modal Complex with 5-story, 3,300-space ConRAC, parking & roadways.

PROPOSED PASLAY GROUP APPROACH AT PSP



- ◇ **Startup**
 - ◇ Evaluate the PSP situation in collaboration with Aviation Department staff
 - ◇ 1 lead PG staff member
 - ◇ PG Planning team for 90 days
- ◇ **Draft implementation plan**
 - ◇ Define how to implement the program
 - ◇ Organize the resources necessary for delivery
 - ◇ Customized to PSP situation/need
- ◇ **Deliver in Collaboration with PSP**
 - ◇ City leadership
 - ◇ Aviation Department staff

IMPLEMENTATION PLANNING APPROACH



PASLAY GROUP'S VALUE PROPOSITION

We help owners optimize performance of airport development programs.



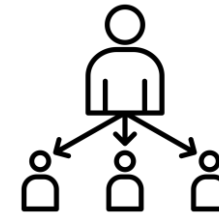
DEVELOPMENT
STRATEGY



TIMELY DELIVERY
AND
EFFICIENT
SYSTEMS



EXECUTIVE-
DRIVEN
LEADERSHIP



COORDINATED
DELIVERY
OF PROJECTS



PERFORMANCE
EVALUATION

THANK YOU

Paul Blue

Exec Vice President
pblue@paslaygroup.com
Paslay Group

Kris Vogt

Operations Director
Kvogt@paslaygroup.com

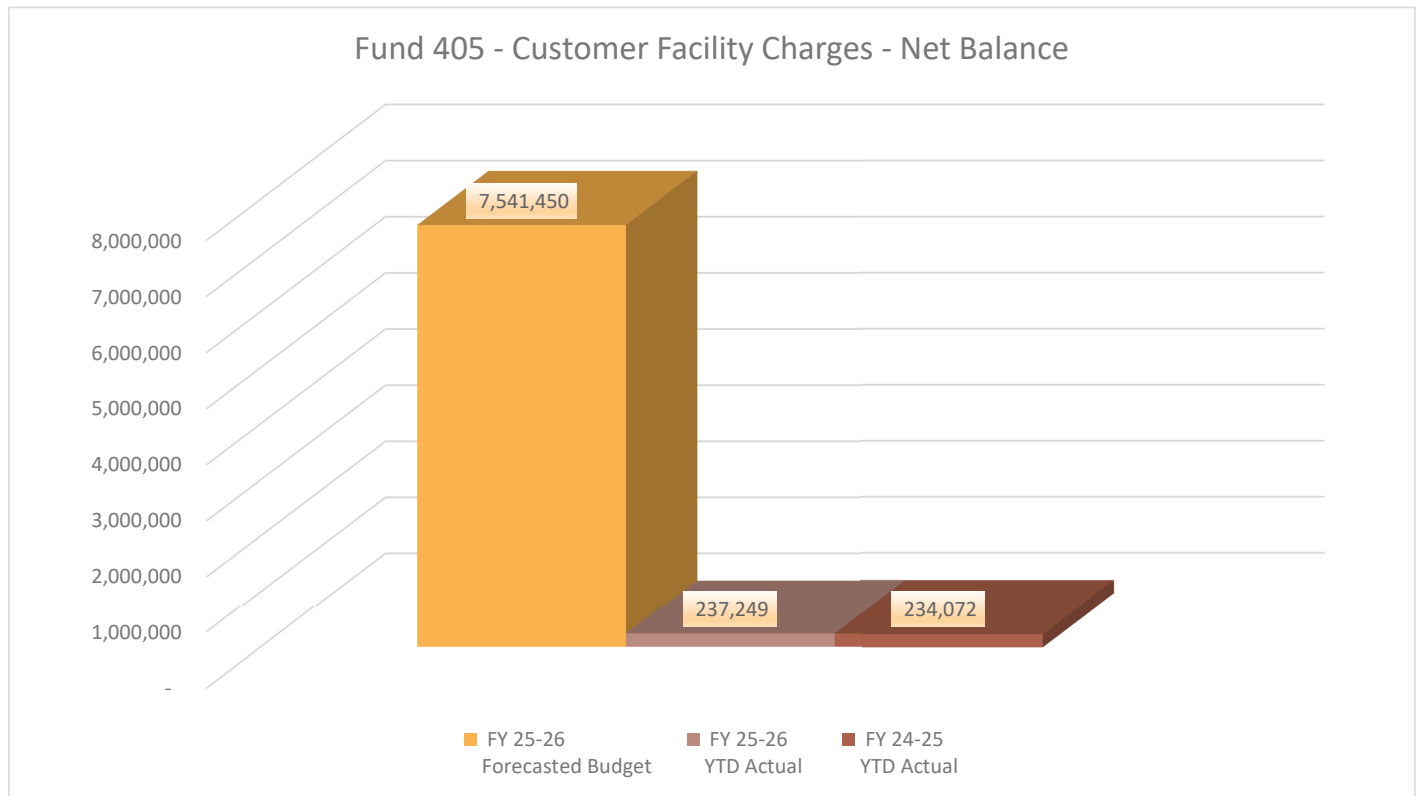
paslaygroup.com



CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT

Financial Summary
Ending August 31, 2025

Fund 405 - Customer Facility Charges	FY 25-26 Forecasted Budget	FY 25-26 YTD Actual	FY25-26 % Of Budget	FY 24-25 YTD Actual	FY 24-25 vs FY 25-26 % Change
Operating Revenue	9,765,131	237,249	2%	234,072	1%
Operating Expenditures	2,223,681	-	0%	-	0%
Surplus / (Deficit)	7,541,450	237,249	3%	234,072	-1%



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

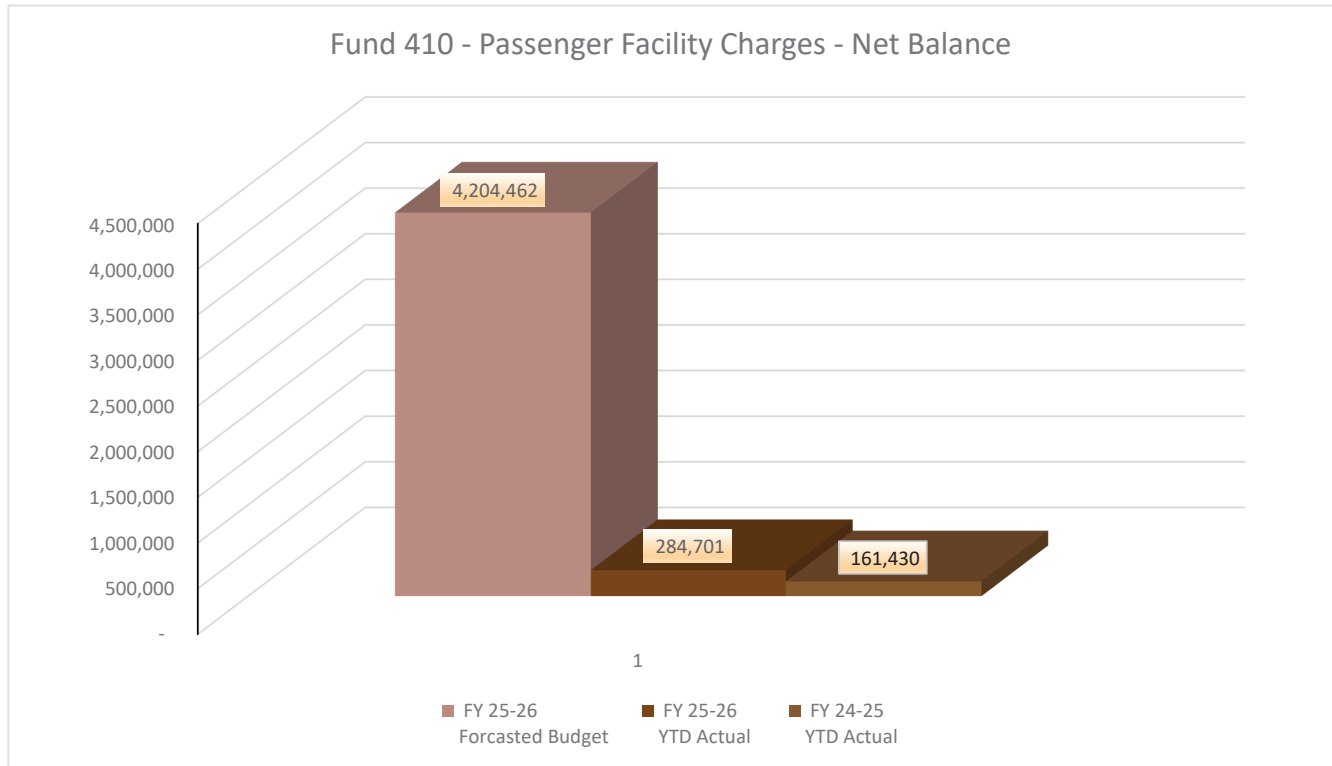
Revenues

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 \$237,249 represents 2% of the full year budget, reflecting seasonal nature of CFC revenues.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending August 31, 2025

Fund 410 - Passenger Facility Charges	FY 25-26 Forecasted Budget	FY 25-26 YTD Actual	FY25-26 % Of Budget	FY 24-25 YTD Actual	FY 24-25 vs FY 25-26 % Change
Operating Revenue	6,823,575	284,701	4%	163,530	74%
Operating Expenditures	2,619,113	-	0%	2,100	-100%
Surplus / (Deficit)	4,204,462	284,701	7%	161,430	76%



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 \$284,701 represents 4% 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 25-26 principal is \$1,865,000 and interest is \$633,750. Expenses to fund 410 include principal and interest and contractual services to the bond consultant.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending August 31, 2025

Fund 415 - Airport Operations & Maintenance	FY 25-26 Forecasted Budget	FY 25-26 YTD Actual	FY25-26 % Of Budget	FY 24-25 YTD Actual	FY 24-25 vs FY 25-26 % Change
Operating Revenue	54,538,758	5,276,089	10%	4,709,627	12%
Operating Expenditures	62,667,690	3,756,855	6%	4,095,784	-8%
Surplus / Deficit	(8,128,932)	1,519,234	-19%	613,843	147%

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.

NOTE: There is a Budget Transfer Out of \$7,898,295 to support the cash flows of the Baggage Handling System (BHS) Capital Improvement Project (CIP).

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending August 31, 2025

Fund 415 - Airport Operations & Maintenance	FY 25-26 Forecasted Budget	FY 25-26 YTD Actual	FY25-26 % Of Budget	FY 24-25 YTD Actual	FY 24-25 vs FY 25-26 % Change
Operating Revenue					
Airline Revenue					
Landing Fees	6,994,958	302,119	4%	268,145	13%
Terminal Airline Space/Joint Use	6,851,243	1,020,519	15%	820,595	24%
Gate Per Use Fees	2,265,677	136,973	6%	102,768	33%
Passenger Loading Bridge Fee	580,091	40,349	7%	21,088	91%
Baggage Handling System Fees	573,558	89,149	16%	36,552	144%
Total Airline Revenues	17,265,527	1,589,109	9%	1,249,148	27%
Non-Airline Revenue					
General Aviation	527,400	12,758	2%	15,753	-19%
Non-Aeronautical Ground Rental	670,980	79,931	12%	73,753	8%
Aeronautical Ground Rental	1,372,284	219,911	16%	216,911	1%
Parking	6,332,898	790,648	12%	707,485	12%
Airport Use Permits	120,000	4,788	4%	2,004	139%
Non-Airline Terminal Rent Fee	1,045,281	273,477	26%	313,262	-13%
Non-Airline Term Rent Fee F&B	1,769,472	-	0%	-	0%
Non-Airline Term Rent Fee Retail	2,394,660	80,101	3%	-	0%
Rental Car - Overflow Parking	368,085	-	0%	-	0%
Advertising	904,305	50,687	6%	68,400	-26%
On Airport Rental Car	14,665,829	1,937,956	13%	1,869,450	4%
Commercial Services Fees	1,385,796	72,390	5%	57,998	25%
Ground Transportation Fees	2,147,531	88,382	4%	62,063	42%
Customs	448,233	2,730	1%	2,368	15%
All Other Revenue	3,120,476	73,222	2%	71,032	3%
Total Non-Airline Revenue	37,273,231	3,686,980	10%	3,460,479	7%
Total Operating Revenues	54,538,758	5,276,089	10%	4,709,627	12%

Airline Revenue all showed performance, collectively contributing to a 27% increase in total airline revenues over the prior

Non-Airline Revenue grew by 7% over the prior year.

Non-Airline Terminal Rent Fee - New accounts have been created to track Food/Beverage and Retail for FY25-26.

Advertising declines 26% compared to FY24-25 as we didn't receive August report from FUSE yet.

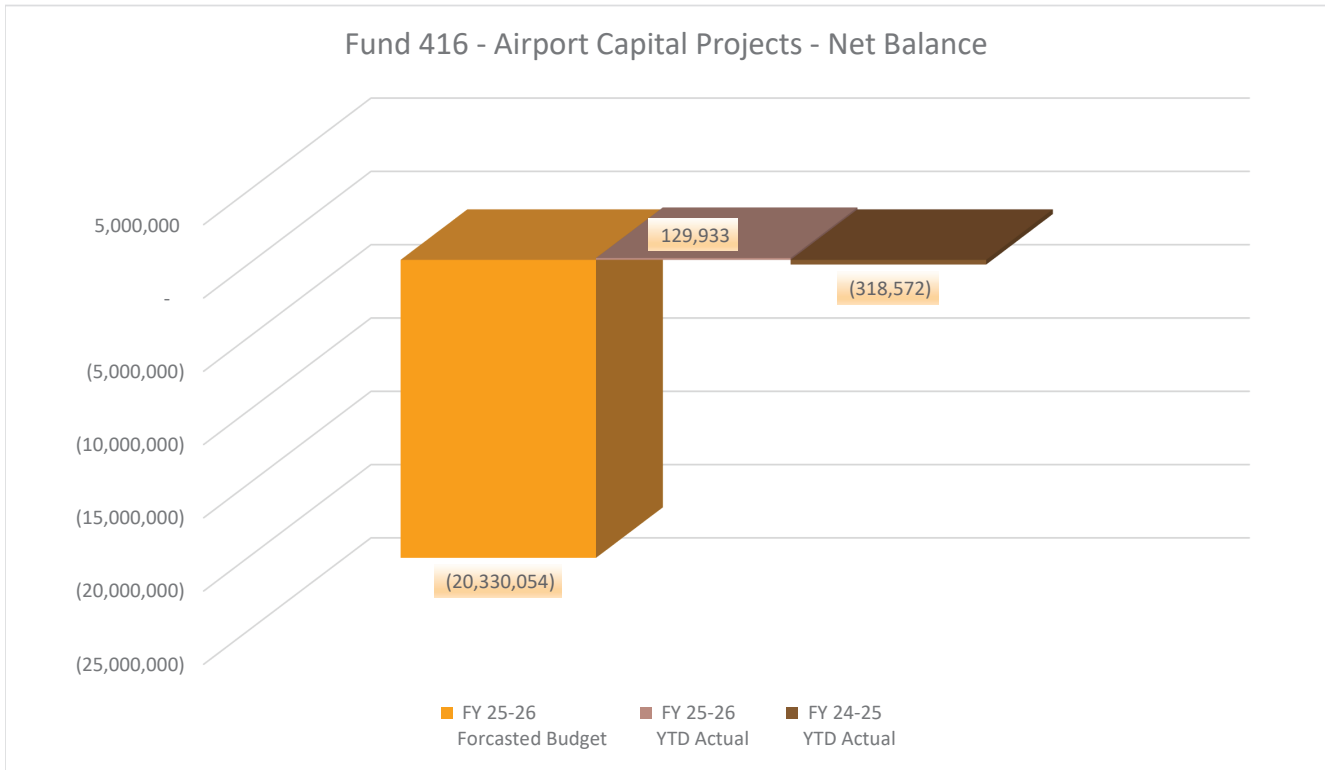
CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending August 31, 2025

Fund 415 - Airport Operations & Maintenance	FY 25-26 Forecasted Budget	FY 25-26 YTD Actual	FY25-26 % Of Budget	FY 24-25 YTD Actual	FY 24-25 vs FY 25-26 % Change
Operating Expenditures					
Airport Administration	12,473,697	452,571	4%	426,374	6%
Airport Information Technology	1,794,669	90,772	5%	77,337	17%
Airport Law Enforcement	3,725,167	414,914	11%	462,353	-10%
Aviation Security	1,931,063	98,189	5%	29,338	235%
Airside Operations	3,888,683	389,525	10%	652,696	-40%
Airport Rescue - Fire	6,000,498	660,769	11%	621,036	6%
Landside Operations	1,652,282	314,361	19%	172,902	82%
Grounds Maintenance	1,009,028	13,277	1%	28,769	-54%
Terminal Building Operations	12,853,424	533,600	4%	805,772	-34%
Passenger Boarding Bridges	99,710	546	1%	3,468	-84%
Baggage Handling System	1,109,939	79,526	7%	6,328	1157%
Control Center Operations	5,989,139	564,065	9%	767,876	-27%
U.S. Customs	516,487	63,992	12%	15,034	326%
Planning & Projects	1,725,607	80,748	5%	26,502	205%
Budget Transfer Out	7,898,295	-	0%	-	0%
Total Operating Expenditures	62,667,690	3,756,855	6%	4,095,784	-8%
Surplus / (Deficit)	(8,128,932)	1,519,234	-19%	613,843	147%

Year-to-date, the Airport has allocated 84% of its budget to Salaries & Benefits, 11% to Contractual Services, 1% to Utilities and 4% to Materials & Supplies.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending August 31, 2025

Fund 416 - Airport Capital Projects	FY 25-26 Forecasted Budget	FY 25-26 YTD Actual	FY25-26 % Of Budget	FY 24-25 YTD Actual	FY 24-25 vs FY 25-26 % Change
Operating Revenue	37,051,071	144,183	0%	0	0%
Operating Expenditures	57,381,125	14,250	0%	318,572	-96%
Surplus / (Deficit)	(20,330,054)	129,933	-1%	(318,572)	-141%



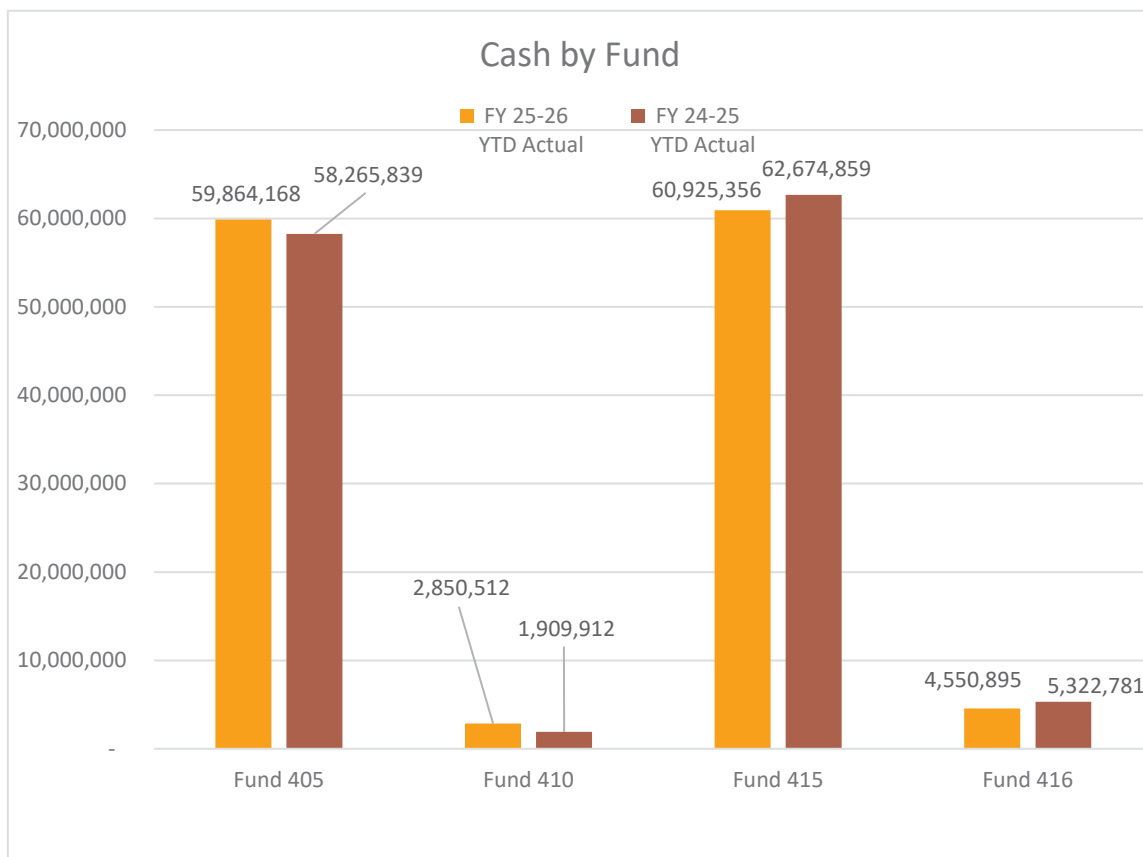
Fund 416 is the Airport Capital Program

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.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending August 31, 2025

<u>Cash Summary</u>	FY 25-26 YTD Actual	FY 24-25 YTD Actual
Fund 405	59,864,168	58,265,839
Fund 410	2,850,512	1,909,912
Fund 415	60,925,356	62,674,859
Fund 416	4,550,895	5,322,781



Operations, Properties, and Facilities Committee Update

Paradies Season Ramp-up

Location

- Coachella Valley Coffee
- Las Casuelas
- Vino Volo
- Trio (Grab & Go)
- Trio (Restaurant)
- Nine Cities
- Cactus to Cloud
- Fig & Plum

Current

Closed
Closed
04:30a – 5:00p
05:00a – 7:00p
06:00a – 7:00p
04:30a – Last flight
Closed
Closed

Future (10 01 25)

04:30a – 2:00p
09:00a – 2:00p
08:00a – 6:00p
Unchanged
Unchanged
Unchanged
Closed
Closed

Paradies Season Ramp-up

Location

- Cactus to Cloud
- Coachella Valley Coffee
- Las Casuelas
- Vino Volo
- Trio (Grab & Go)
- Trio (Restaurant)
- Nine Cities
- Fig & Plum

Current

Closed
Closed
Closed
04:30a – 5:00p
05:00a – 7:00p
06:00a – 7:00p
04:30a – Last flight
Closed

Future (10 21 25)

10:00a – Last flight
04:30a – 5:00p
09:00a – 5:00p
08:00a – 6:00p
Unchanged
Unchanged
Unchanged
Closed

Paradies Season Ramp-up

Location

- Fig & Plum
- Cactus to Cloud
- Coachella Valley Coffee
- Las Casuelas
- Vino Volo
- Trio (Grab & Go)
- Trio (Restaurant)
- Nine Cities

Current

Closed
Closed
Closed
Closed
04:30a – 5:00p
05:00a – 7:00p
06:00a – 7:00p
04:30a – Last flight

Future (11 14 25)

8:00a – 4:00p
10:00a – Last flight
04:30a – 5:00p
09:00a – 5:00p
08:00a – 6:00p
Unchanged
Unchanged
Unchanged

WHSmith Season Ramp-up

Location

- The Pink Door
- Las Palmas Oasis
- Hey Joshua
- InMotion
- Uptown Essentials

Current

08:00a – 8:00p
04:30a – 8:00p
04:30a – 8:00p
04:30a – 8:00p
04:00a – 5:00p

Future (10 01 25)

04:30a – 8:00p
04:30a – Last flight
04:30a – Last flight
04:30a – Last flight
04:30a – Last flight

**Note: Coachella Duty Free is expected to open by the end of the year.
Hours to be determined based upon flight schedule.**

Marketing Committee Meeting Recap

Date: September 9, 2025

Committee: Marketing Committee

I. Agency Selection

The committee heard a presentation from the proposed new advertising agency, **Sparkloft**. Their presentation included examples of future advertising creative and highlighted the team's deep industry knowledge, vast capabilities, and proven expertise. Out of the **28 proposals received**, including from our current agency, Sparkloft's strengths positioned them as the top candidate.

- **Committee Action:** The committee **unanimously voted to recommend** that the Airport Commission vote to recommend that City Council approve the agreement with Sparkloft for Airport Advertising Services.

II. Current PSP Marketing Campaigns

Steven reported on ongoing PSP marketing campaigns and performance. He noted being more hands-on with creative this year and expressed optimism about working with Sparkloft given their resources and expertise.

Highlights from his report:

- **Flight searches via FlyMyAirport link:** +85%
- **Overall website performance:** +54% year-over-year
- **Campaign efficiency:** Coachella Valley continues to lead as the top-performing target market, showing the highest engagement and lowest cost per acquisition (CPA).
- **Passenger growth:** Advertising efforts increased enplaned passenger by **1.14% over last year**, attributed to shifting ad spend toward off-peak seasons. Increasing revenue for the airport, airport partners, and concessionaires by \$1,780,000.

III. Customer Feedback Report

Jake presented the Q2 customer comments report. Compared to Q2 2024:

- Negative sentiments: ↓ to 57%
 - Positive sentiments: ↑ to 37%
 - Staff excellence mentions: ↑ to 14%
 - Operational efficiency mentions: ↑ to 12%
- Improvements were attributed to the team's focus on guest experience.

IV. Guest Experience Program Update

The committee also reviewed updates on the Guest Experience program:

- Volunteer navigator team expanded by **~20 people** (54 → 74).
- Secure-area coverage tripled, from 14 shifts/week to 42 shifts/week.
- New branded navigator uniforms launching to make Navigators highly visible and approachable.
- Additional navigator support will be present near elevators and escalators during construction to ensure guests feel supported.



AIRPORT COMMISSION STAFF REPORT

DATE: September 17, 2025

SUBJECT: APPROVE CONTRACT SERVICES AGREEMENT NO. 25P268 WITH GOSEETELL NETWORK INC. DBA SPARKLOFT MEDIA FOR ADVERTISING SERVICES FOR PALM SPRINGS INTERNATIONAL AIRPORT

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. 25P268 with GoSeetell Network Inc. DBA Sparkloft Media in an amount not to exceed \$3,674,500 for advertising services for the Palm Springs International Airport (Airport).

RECOMMENDATION:

This action will recommend to the City Council the approval of Contract Services Agreement No. 25P268 (**Attachment A**) with GoSeetell Network Inc. DBA Sparkloft Media for advertising services for the Palm Springs International Airport in an amount not to exceed \$3,674,500 for the three-year term beginning October 1, 2025 through September 30, 2028, with two on-year extension options at the City's sole discretion.

BACKGROUND:

Palm Springs International Airport has experienced tremendous growth since 2019. One of the Airport's main goals was to convert more of the Airport's seasonal routes to year-round routes, and to achieve that goal, the Airport must continue its work to establish the Palm Springs International Airport as the airport of choice, increase area awareness about the Airport, and to grow passenger demand. It is important that the Airport appeals to a broad audience beyond the city limits of Palm Springs, and the Airport's catchment area includes all nine cities in the Coachella Valley,

the High Desert communities, the San Gorgonio Pass communities, and Inland Empire residents who can easily choose between Palm Springs International Airport or another area airport.

The Airport's previous advertising partnership with Gleeson Digital Strategies played a vital role in raising regional awareness and promoting the value of Palm Springs International Airport. Through strategic advertising campaigns across a variety of platforms such as social, digital, print, and broadcast, Gleeson Digital Strategies helped ensure that travelers throughout the region are informed about the convenience, connectivity, and benefits of flying from the Palm Springs International Airport. These efforts also supported sustained revenue growth, signaling strong passenger demand to the Airport's airline partners, which is an essential factor in retaining existing air service and reinforcing the case for continued airline investment in the Palm Springs International Airport.

Depicted in **Figure 1** is the breakout of the media allowance that Gleeson Digital Strategies fully expended and the flat fee services that were paid to Gleeson Digital Strategies over the three-year term of their contract for Airport advertising services:

Fiscal Year	Media Buying Allowance	Agency Flat Fee Services	Total
2022-2023	\$425,000	\$75,000	\$500,000
2023-2024	\$650,000	\$205,050	\$855,050
2024-2025	\$1,000,000	\$252,800	\$1,252,800
	Total Paid for Media & Service Fees		\$2,607,850

Figure 1

Depicted in **Figure 2** is a comparison of Total Passengers for January – July 2024 and 2025.

Total Passengers			
Month	2024	2025	% of Passenger Increase
January	336,778	354,786	5.3%
February	382,596	386,997	1.2%
March	472,972	493,450	4.3%
April	382,278	406,506	6.3%
May	246,490	249,008	1.0%
June	131,639	139,720	6.1%
July	112,705	125,080	11.0%

Figure 2

On September 9, 2025, the Airport's Marketing and Business Development Committee voted (7-0) in favor to recommend to the Airport Commission to vote in favor of

recommending the approval of Contract Services Agreement No. 25P268 with GoSeetell Network Inc. DBA Sparkloft Media to the City Council.

STAFF ANALYSIS:

The Aviation Department worked with the Procurement and Contracting Department to issue a Request for Proposals (RFP 01-25) to find a contractor for the services needed. RFP 01-25 was advertised in *The Desert Sun* on March 2 and 9, 2025 and published on the PlanetBids website. 27 proposals were received by the deadline of April 1, 2025, as follows:

- 16x9 inc., Oakville, ON
- Ark Marketing and Media Solutions, Inc., San Diego, CA
- BGF LLC DBA OMG PSP, Palm Springs, CA
- Blackhorse Management, LLC, Winston Salem, NC
- C&K Media Solutions, Escalon, CA
- Commune Communication Corporation, Long Beach, CA
- Entravision Communications Corporation, Palm Desert, CA
- Goseetell Network, Inc. DBA Sparkloft Media, Portland, OR
- High Wide & Handsome Marketing, LLC, Los Angeles, CA
- Hounder, LLC, Redlands, CA
- Invisible Collective
- Jacob'sEye, LLC (JacobsEye Marketing Agency), Atlanta, GA
- JNS Media Specialists, Inc. DBA JNS Next, Palm Desert, CA
- Karsh Hagan, LLC, Denver, CO
- Leap Five, LLC DBA Matter, Louisville, KY
- Loma Media Partners, San Diego, CA
- London : Los Angeles, Los Angeles, CA
- Mixo Ads Inc., Chicago, IL
- My Emerald Hands, San Diego, CA
- Nectr LLC (Nectr Social), Redmond, WA
- Oracle Method Group Inc., Corona, CA
- Propellant Media, Atlanta, GA
- Push Media Inc., DBA Gleeson Digital Strategies, Sacramento, CA
- RK Venture, LLC, Albuquerque, NM
- Silvercrest Advertising, Inc., Palm Springs, CA
- The Working Assembly, New York, NY
- Voxpop, LLC, Hermosa, CA
- Wright Dynamics, LLC, Windsor Mill, MD

The evaluation team made up of City staff from the Aviation Department, representatives from Daley Strategies and Visit Greater Palm Springs, and a local Palm Springs graphic designer from Krafix Graphic, Inc. evaluated the proposals received against published

criteria that included the firms experience, the staff experience, understanding of the scope of work, local preference, price, and interviews.

GoSeetell Network Inc. DBA Sparkloft Media was ranked the highest by the evaluation team and is being recommended for award of the contract.

Continuing to have a partnership with an advertising agency is a strategic investment that goes well beyond simply placing ads. An agency brings specialized expertise, creative innovation, and data-driven insights that can increase passenger traffic, build stronger brand awareness, and grow non-aviation revenue streams such as parking, retail, food, and rideshare.

Advertising also plays a critical role in the Airport's air service development strategy by promoting new routes, airlines, and special fare offerings which helps to fill flights, drive ticket sales, and strengthen regional connectivity. This growth fuels tourism, creates jobs, and supports the broader economy. Last year's campaigns for new services to Washington, Dulles, Portland, Toronto, Denver, and San Francisco, along with general awareness campaigns, helped contribute to the Airport's overall 1.14% increase in enplaned passengers, and the additional 18,698 travelers drove a substantial revenue gain of \$1.78 million for the Airport's partners and concessionaires.

With a strong agency partner, the Airport can also maximize these opportunities and strengthen passenger engagement through digital and social media campaigns that highlight local events, travel tips, and behind-the-scenes content. This approach builds trust, fosters community connection, and elevates the Airport's reputation as the preferred airport for the region.

Beyond attracting more passengers, effective marketing directly supports revenue inside the terminal and enhances the Airport's value to external advertisers. Current partnerships leverage prime advertising space at the airport to generate incremental revenue while offering brands access to an increased passenger base.

ALIGNMENT WITH STRATEGIC PLANNING:

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

FISCAL IMPACT:

Depicted in **Figure 3** is the cost breakout for the three-year term:

Year	Media Buying Allowance	Agency Flat Fee Services	Total
Year 1	\$1,000,000	\$206,500	\$1,206,500
Year 2	\$1,000,000	\$234,000	\$1,234,000
Year 3	\$1,000,000	\$234,000	\$1,234,000
	Total Media Allowance & Service Fees		\$3,674,500

Figure 3

The Media Buying Allowance is the amount that the Airport has budgeted to purchase media for the placement of advertisements. The advertising agency will purchase media on the Airport's behalf, and the Airport will reimburse the advertising agency for the media purchases.

\$1,206,500 is budgeted in Fiscal Year 2025-26 and \$1,234,000 is budgeted in Fiscal Year 2026-27 in the Department of Aviation, Advertising Account 4157020-50145, and \$1,234,000 will be budgeted for Fiscal Year 2027-28.

ATTACHMENTS:

A. Contract Services Agreement No. 25P268



ATTACHMENT "A"

CONTRACT SERVICES AGREEMENT 25P268 ADVERTISING SERVICES FOR THE PALM SPRINGS INTERNATIONAL AIRPORT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into on this 1st day of October, 2025, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and GoSeeTell Network Inc DBA Sparkloft Media, an Oregon corporation, ("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 an advertising services company, for Advertising Services for the Palm Springs International Airport, ("Project").

B. Contractor has submitted to City a proposal to provide Advertising Services for the Palm Springs International Airport, to City under the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Contractor is qualified and desires to provide the necessary services to City for the Project.

D. City desires to retain the services of Contractor for the Project.

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. CONTRACTOR SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "Services" or "Work"). Exhibit "A" includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that the Services shall be performed 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. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

1.2 Compliance with Law. Contractor shall comply with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations when performing the Services. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that it has carefully considered how the Work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the Work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Neither Party shall be accountable for delays in performance caused by any condition beyond the reasonable control and without the fault or negligence of the non-performing Party. Delays shall not entitle Contractor to any additional compensation regardless of the Party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. Contractor shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A". The total amount of Compensation shall not exceed \$3,674,500.00

3.2 Method of Payment. In any month in which Contractor wishes to receive payment, Contractor shall submit to City an invoice for Services rendered prior to the date of the invoice, no later than the first working day of such month, in the form approved by City's finance director. Payments shall be based on the schedule of fees set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated in the invoice that are approved by City and consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes. In the event any change or changes in the 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.

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

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All Services rendered under this Agreement shall be performed under the agreed upon schedule of performance set forth in Exhibit "A." Any time period extension must be approved in writing by the Contract Officer.

4.3 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.

4.4 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 three years, commencing on October 1, 2025, and ending on September 30, 2028, unless extended by mutual written agreement of the Parties. In addition, the term may be extended at the sole discretion of the City upon written notice to the Contractor, for two additional one-year terms.

4.5 Termination Prior to Expiration of Term. 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. If the termination is for cause, the City shall have the right to take whatever steps it deems necessary to correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the City's corrective action. Contractor may not terminate this Agreement except for cause, upon thirty (30) days written notice to City.

5. COORDINATION OF WORK

5.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act and make all decisions in its behalf with respect to the specified Services: Martin Stoll, CEO. It is expressly understood that the experience, knowledge, education, capability, 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 under this Agreement. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

5.2 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.

5.3 Prohibition Against Subcontracting or Assignment. 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 provision 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.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the Services required, except as otherwise specified. Contractor shall perform all required Services as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Contractor shall pay all wages, salaries, and other amounts due personnel in connection with their performance under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Contractor shall not have any authority to bind City in any manner.

5.5 Personnel. Contractor agrees to assign the following individuals to perform the services in this Agreement. Contractor shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

Name:

Title:

Martin Stoll

CEO

Jason Nitti

Executive Creative Director

Allison West	Director, Strategy & Brand Planning
Renata Tilkian	VP Client Services
Kecia Stokes	VP Finance and Performance
Alec Wooden	Director, Distribution & Partnerships
Colin Ofloy	Creative Director
Ashlynn Lowes	Group Account Supervisor
Jenny Ledezma	Program Manager
Kelly Ann Gindhart	Paid Strategist
Masha Borovkova	Content Specialist

5.6 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.

6. INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in the attached Exhibit "B", incorporated herein by reference.

7. INDEMNIFICATION.

7.1 Indemnification. 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.

7.2 Design Professional 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.

8. RECORDS AND REPORTS

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

8.2 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 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.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City. Contractor shall deliver all above-referenced documents 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 or ownership of the documents and materials. Contractor may retain copies of such

documents for Contractor's own use. Contractor shall have an unrestricted right to use the concepts embodied in such documents.

8.4 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.

8.5 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.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and 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.

9.2 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.

9.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing. No such waiver shall be a waiver of any other default concerning the same or any other provision of this Agreement.

9.4 Rights and Remedies are 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. 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.

9.5 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for

any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

9.6 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.

10. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

10.2 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.

10.3 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.

11. MISCELLANEOUS PROVISIONS

11.1 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 and either served personally or sent by pre-paid, first-class mail to the address set forth below. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section. Either Party may change its address by notifying the other Party of the change of address in writing.

To City:

City of Palm Springs
Attention: City Manager/ City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Contractor:

GoSeeTell Network, Inc DBA Sparkloft
Media
Attention: Martin Stoll
225 SW Broadway, Suite 400
Portland, OR 97205

11.2 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.

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

11.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties.

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

11.6 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.

11.7 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.

11.8 Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

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

11.10 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.

11.11 Federal Provisions Since funding for the Services is provided, in whole or in part by the Federal Aviation Administration, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" attached hereto and incorporated herein by reference ("Federal Provisions"). With respect to any conflict between such Federal Provisions and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO AGREEMENT BY AND BETWEEN THE CITY OF PALM SPRINGS AND
GOSEETELL NETWORK, INC DBA SPARKLOFT MEDIA**

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

CONTRACTOR:

By: _____
Signature

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

Date: _____

Date: _____

CITY OF PALM SPRINGS:

APPROVED BY CITY COUNCIL:

Date: _____ Item No. _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney

By: _____
City Clerk

APPROVED:

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

Date: _____

EXHIBIT “A”

SCOPE OF SERVICES

A. Strategy and Planning:

1. The Contractor shall work with the Marketing Specialist and/or the Deputy Director of Aviation, Marketing & Air Service to promote the PSP brand, air services and grown passenger demand.
2. The Contractor shall support marketing campaign development and strategies aligning with the Palm Springs International Airport's (PSP) brand identity, target audiences, and marketing objectives.
3. Media Planning: The Contractor shall assist in creating a detailed media plan that outlines the optimal mix of traditional and digital channels, including, but not limited to: Radio, Broadcast TV, Print, Social Media (Facebook, Instagram, TikTok), Search (SEO, PPC), YouTube, Display (Programmatic Buying, PMP), Video (Programmatic Buying, CTV/OTT).
4. Market Segmentation: The Contractor shall help support target audience identification by categorizing and segmenting the target audience based on demographics, psychographics, and behavioral patterns.
5. Campaign Planning: The Contractor shall assist in planning executions and measuring the performance against key metrics like brand awareness, website traffic, social media engagement, conversion rates, and ROI.

B. Creative Services:

1. Creative Development: The Contractor shall develop creative concepts for all media channels, including ad copy, visuals, and social media posts.
2. Content Creation: The Contractor shall produce high-quality content, graphics, images, and infographics to engage the target audience.
3. Design and Development: The Contractor shall design and develop visually appealing marketing materials such as website banners, email templates, print ads, and social media graphics.
4. Multilingual Creative Development: The Contractor shall be able to support and deliver compelling creative assets, including ad copy, social media content, and video scripts, in Spanish to effectively engage Hispanic/Latino audiences.

C. Digital Marketing:

1. Social Media Marketing: The Contractor shall assist in the development and execution of social media strategies to engage with the target audience, build brand awareness, and drive conversions.
2. Content Marketing: The Contractor shall help create and distribute high-quality content to attract and retain a loyal audience.
3. Email Marketing: The Contractor (as needed) shall help develop and implement email marketing campaigns to nurture leads and drive engagement.
4. Influencer Marketing: The Contractor shall assist in identifying and collaborating with relevant influencers to promote PSP and its services (if applicable).

5. Pay-Per-Click (PPC) Advertising: (if applicable) The Contractor shall be responsible for managing PPC campaigns on search engines and social media platforms to drive targeting traffic to the PSP website.

D. Analytics and Reporting:

1. Campaign Management & Measurement: The Contractor shall be responsible for the execution and ongoing measurement of all advertising campaigns (digital & traditional) including the tracking and analysis of key performance indicators and the provision of regular performance reports with actionable recommendations.
 - a. Digital Analytics & Reporting: The Contractor shall conduct comprehensive analysis of campaign-driven website traffic, user behavior, and social media reach & engagement metrics.
 - b. Data Analysis: The Contractor shall analyze data to identify trends and opportunities for improvement.
 - c. Dashboard Creation: The Contractor shall create customized dashboards to visualize campaign performance.
 - d. Financial Reporting and Analysis: The Contractor shall submit monthly, quarterly, and annual performance cost analysis for all investments.

E. Client Services:

1. Medial Planning and Buying
 - a. The Contractor shall oversee all aspects of media planning and buying, including negotiations, client meetings, and communication regarding specific media plans and purchases. PSP maintains final approval authority for all media buys.
 - b. The Contractor shall negotiate and purchase ad space across various digital platforms (e.g., social media, search engines, websites) based on client budgets and target audience profiles.
2. Project Management & Planning: The Contractor shall develop detailed project plans, timelines, and budgets associated with marketing campaigns.
3. Team Coordination: The Contractor shall coordinate with internal and external stakeholders to ensure smooth project execution.
4. Risk Management: The Contractor shall identify and mitigate potential risks to project success.
5. Quality Assurance: The Contractor shall ensure that all deliverables meet high-quality standards.
6. Technology Leadership: The Contractor shall stay abreast of emerging technology trends and proactively identify, evaluate, and recommend innovative solutions to enhance campaign effectiveness.
7. Collaboration: The Contractor shall work closely with PSP staff to ensure seamless project execution.
8. Financial Management: The Contractor shall maintain detailed budget plans and project timelines, requiring PSP's authorization for all expenditures. Regular progress reports will be provided to PSP.

9. Financial Oversight: The Contractor shall maintain rigorous financial controls, including timely billing and budget adherence.
10. Brand Guardianship: The Contractor shall respect and protect PSP's brand identity by adhering to all trademarks, copyright, and intellectual property regulations.

F. Quarterly Campaign Development:

PSP envisions a collaborative process resulting in more flexible, dynamic and impactful marketing campaigns that effectively engage our target audience.

1. The Contractor shall develop one core set of campaign creatives per quarter that will serve as the foundation for the quarter's marketing efforts.
2. During each quarter, the internal graphic design team will work closely with the campaign assets provided to refresh creative elements and will leverage these assets to:
 - a. Adapt and modify the core creatives for various channels (social media, email, print, digital ads, etc.)
 - b. Create fresh variations of the core concepts to maintain visual interest and prevent creative fatigue.
 - c. Explore innovative applications of the campaign elements, such as interactive experiences, motion graphics, or personalized content.
3. Benefits of this Approach:
 - a. Cost-effectiveness: Leverages the Contractors strategic expertise while utilizing in-house resources for ongoing adaptation and optimization.
 - b. Increased flexibility and speed: allows for rapid adjustments to campaign elements based on performance data and evolving marketing needs.
 - c. Enhanced creative diversity: Encourages a broader range of creative expressions by combining the Contractors' strategic vision with the in-house team's unique perspectives and skills.
 - d. Stronger brand consistency: Ensures all campaign iterations maintain a cohesive brand identity while allowing for creative exploration.

Schedule:

Work will commence on the date of executed contract and shall be completed by end of contract date. The term of the contract is for three years.

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. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City.

EXHIBIT "B"

ATTACHMENT "G"

COST PROPOSAL

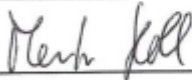
REQUEST FOR PROPOSAL (RFP 01-25)

ADVERTISING SERVICES FOR THE 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	Advertising Services for PSP – per scope, Year 1	1	Lump Sum	\$1,206,500
2	Advertising Services for PSP – per scope, Year 2	1	Lump Sum	\$1,234,000
3	Advertising Services for PSP – per scope, Year 3	1	Lump Sum	\$1,234,000
	Total			\$3,674,500

Firm Name: GoSeeTell Network Inc. dba Sparkloft Media

Signature of Authorized Person: 

Printed Name: Martin Stoll _____

Title: CEO _____

Date: 3/18/2025 _____

INSURANCE

1. Procurement and Maintenance of Insurance. Contractor shall procure and maintain public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall procure and maintain all insurance at its sole cost and expense, in a form and content satisfactory to the City, and submit concurrently with its execution of this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extensions. Such insurance shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

2. Minimum Scope of Insurance. The minimum amount of insurance required under this Agreement shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate is:

_____ required

____X____ is not required;

4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

3. Primary Insurance. For any claims related to this Agreement, Contractor's insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

4. Errors and Omissions Coverage. If Errors & Omissions Insurance is required, and if Contractor provides claims made professional liability insurance, Contractor shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Contractor's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Contractor's services under this Agreement. Contractor shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

5. 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 otherwise acceptable to the City.

6. 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.

7. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.

8. Severability of Interests (Separation of Insureds). This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

EXHIBIT “C”

EXECUTIVE ORDER N-6-22 CERTIFICATION

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: _____

Title: _____

Firm Name: _____

Date: _____

EXHIBIT “D”

**FEDERAL AVIATION ADMINISTRATION
FEDERAL PROVISIONS**

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FAA - 02	Affirmative Action Requirement *	3
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FAA – 04	Buy American Preference *	6
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FAA - 01 Access 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 - 02 Affirmative Action Requirement

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

APPLICABILITY – pertains to all contracts over \$10,000 as follows:

Construction – AIP funded construction work contracts and subcontracts that exceed \$10,000. 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 – any equipment project exceeding \$10,000 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 a manufacturer's plant (e.g., firefighting and snow removal vehicles).

Professional Services – any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.).

Property/Land – any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

REQUIREMENTS -

1. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 16%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR

60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **California, Riverside County, Palm Springs.**

Reference: 41 CFR Part 60-4

FAA – 03 Breach of Contract

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)

FAA – 04 Buy American Preferences

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

FAA – 05 Civil Rights General

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

FAA – 06 Civil Rights – Title VI Assurances

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

FAA – 09 Copeland Anti-Kickback

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; 2 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.

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 4.5 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)

FAA – 28 Domestic Preferences for Procurements

APPLICABILITY – all contracts and Purchase orders for work or products under the grant.

REQUIREMENT -

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

Reference: 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)



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INTERNATIONAL AIRPORT

Marketing Update

September 2025



ITEM 8.H

Air Service Update

Passengers & Air Service

July Passengers

Total Passengers: 125,080

- 11% increase over 2024

August Passengers

Total Passengers: 122,167

- 3.5% increase over 2024

Air Service Announcements

Santa Rosa on Alaska

- October – April
- 5x/week

Austin

- Southwest
 - March 5 – May
 - Saturday/Sunday & Saturday only
- Delta
 - November 15 – April 25
 - Saturday only & Daily

Charlotte on American

- December 20 – April 18
- Saturdays

Canada Flight/Seat Update

Based on 9/8/25 schedule data of Canadian based airlines, subject to change.

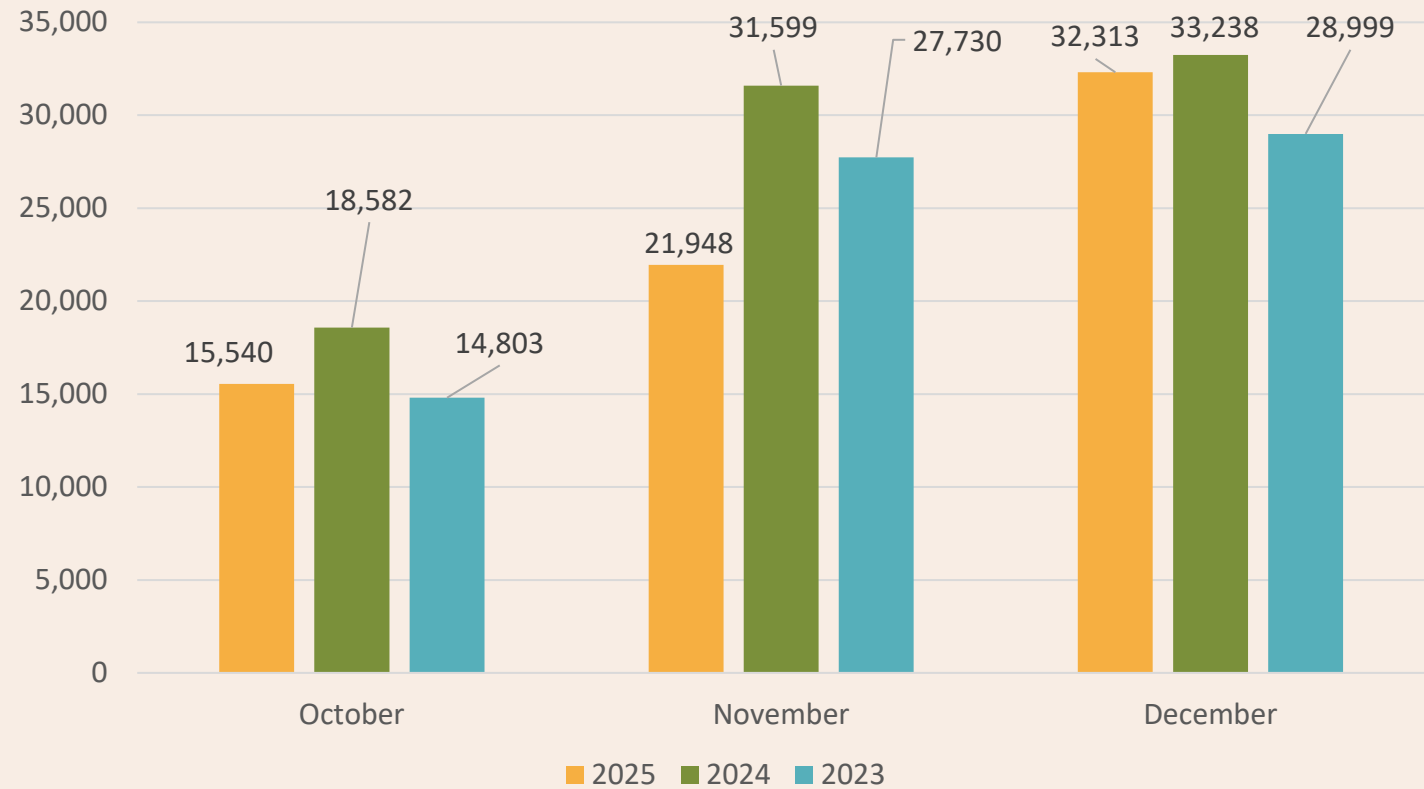
Canadian Arriving Flights vs. 1 Year Ago

Month	% Change	Flights	Seat Count
October	-18.8 %	-22	-3,042
November	- 5.1 %	-10	-2,133
December	- 2.8 %	-6	-925

Passengers Arriving on Canadian Airlines

Month	2024 Passengers	2025 Passengers	% Change
June	2,701	2,542	-5.9 %
July	2,963	1,809	-38.9 %
August	3,059	2,224	-27.31 %

Scheduled Arriving Seats



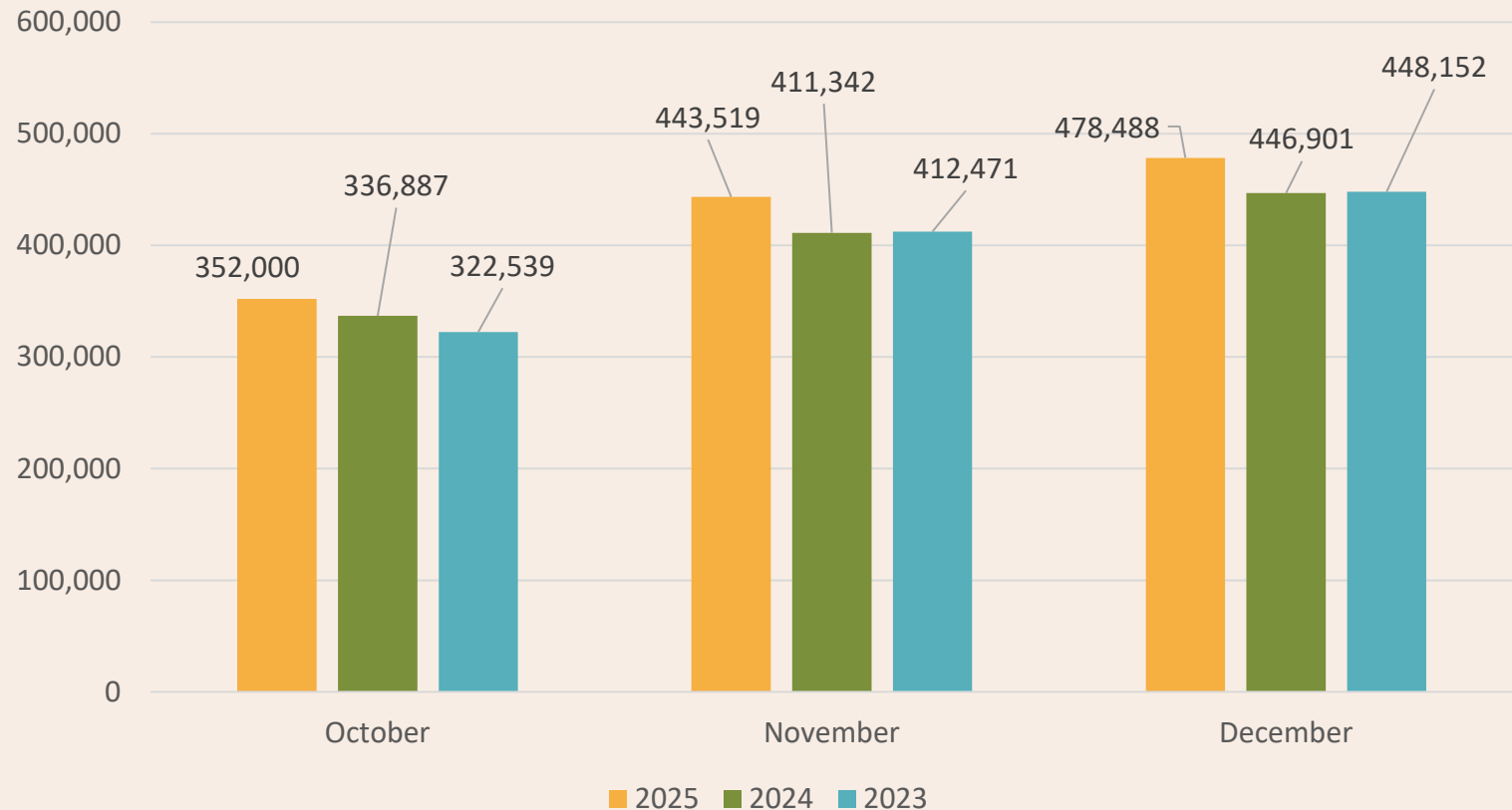
Bar Graph: Left to right: 2025, 2024, 2023

Scheduled Total Seats

Based on 9/8/25 schedule data, subject to change, for all airlines serving PSP

Total Seats vs. 1 Year Ago

Month	% Change
October	4.5 %
November	7.8 %
December	7.1 %



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

Seasonal Returns & Updates

SEASONAL CALENDAR 2025-2026																					
Carrier	19-Aug	5-Sep	11-Sep	25-Sep	2-Oct	5-Oct	6-Oct	25-Oct	26-Oct	1-Nov	8-Nov	9-Nov	11-Nov	15-Nov	22-Nov	11-Dec	18-Dec	20-Dec	7-Jan	14-Feb	7-Mar
AA : American Airlines							ORD											CLT			
AC : Air Canada									YVR & YYZ												
AS : Alaska Airlines								JFK	PAE	STS									BOI		
DL : Delta Air Lines							MSP			ATL	JFK	SEA		AUS							
F9 : Frontier Airlines		SFO																			
G4 : Allegiant Air					BLI																
PD : Porter Airlines																YYZ					
SY : Sun Country Airlines			MSP																		
UA : United Airlines	LAX				ORD					IAH							IAD & EWR				
WN : Southwest Airlines					SJC										MDW				DAL	AUS	
WS : WestJet						YEG						YWG									
				</																	

Seasonal Route Updates

- Delta adding Wednesday flights to JFK mid-February through April
- Alaska is returning Boise on January 7 vs. February 16 last season

Guest Experience Update

Roaming Navigators



- **Growing Team** – Adding ~20 new volunteers (54 → 74), plus expanded badging & new uniforms for visibility
- **Expanded Coverage** – Secure Area Navigators increased from **14 shifts/week** → **42 shifts/week**
- **Mobile Assistance Team** – Active in Ticketing & Baggage Claim (crowd flow, stanchion management, guest support)
- **Roaming Approach** – Navigators now rotate through Courtyard → Agua Caliente → Sonny Bono concourses for visibility
- **Information Desk** – Remains steady hub
- **Training & Support** – Planning for a Training Coordinator role to onboard and refresh the larger team

Other Updates

USA Today Reader's Choice

- PSP nominated for Best Resort Airport
- Voting ends October 6, 2025
- Winner TBA on October 15, 2025

Vote at flyPSP.com/VOTE





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PSP Flight Path Strategic Plan Update





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Summary of Progress:

- 48 initiatives aligned to five strategic priorities
- Implementation underway with measurable outcomes
- Framework gaining momentum across the organization

Why PSP Flight Path:

- More than a checklist — it creates direction and consistency
- Builds a recognizable identity that sparks interest and dialogue
- Makes the Strategic Plan visible, memorable, and actionable



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2025-2029 STRATEGIC PLAN



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Bringing It to Life:

- PSP Flight Path logo developed with the Marketing team for a unified look
- Merchandise (pins, hats, water bottles, luggage tags) expands visibility
- Staff curiosity opens the door to deeper conversations about goals

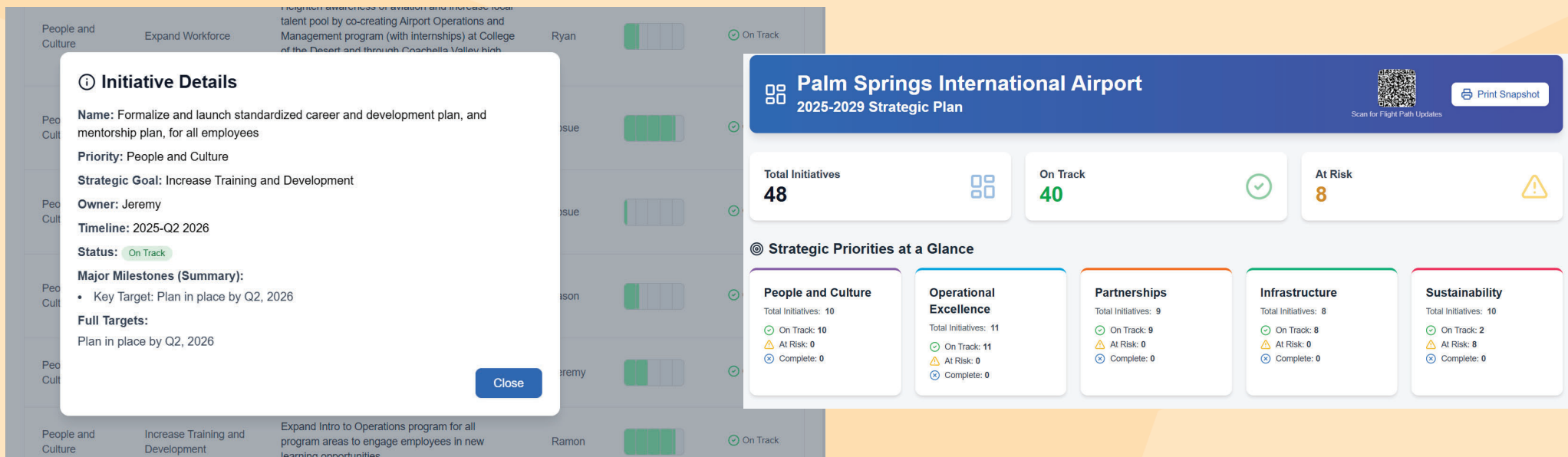


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Execution Approach:

- Initiatives distributed across the leadership team for ownership
- One-on-one sessions set timelines, responsibilities, and action steps
- Structured process ensures strategy moves from plan to execution



Dashboard & Monitoring:

- Real-time tracking highlights progress and identifies risks early
- Provides transparency, accountability, and consistency across teams
- Makes progress visible and accessible to everyone in the organization



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Closing:

- PSP Flight Path has given the Strategic Plan identity and momentum
- Implementation is underway and staff are actively engaged
- Systems are in place keep us accountable and on track
- Regular updates will continue as progress accelerates



AIRPORT COMMISSION STAFF REPORT

DATE: September 17, 2025

SUBJECT: UPDATE ON PSP 2025–2029 STRATEGIC PLAN IMPLEMENTATION
(PSP FLIGHT PATH)

FROM: Jason Hodges, Innovation & Strategic Implementation Administrator

BY: Department of Aviation

SUMMARY:

This item provides the Airport Commission with an update on the implementation of the Palm Springs International Airport 2025–2029 Strategic Plan. Since its adoption, staff has focused on translating the Plan's 48 initiatives into measurable progress through a branded program known as PSP Flight Path. To date, 12 initiatives have produced tangible outputs, with the remainder actively moving through planning and development stages.

RECOMMENDATION:

Receive and file this update on the implementation of the Palm Springs International Airport 2025–2029 Strategic Plan.

BACKGROUND:

The City Council adopted the 2025–2029 Strategic Plan in January 2025 following a comprehensive process of community and stakeholder engagement. The Plan outlines 48 initiatives across five strategic priorities: People and Culture, Operational Excellence, Partnerships, Infrastructure, and Sustainability.

Upon joining the Airport in May 2025, the Innovation & Strategic Implementation Administrator initiated the implementation phase. Recognizing the need for the Plan to be more than a static document, the program was branded as PSP Flight Path to provide identity, visibility, and engagement across all levels of staff.

STAFF ANALYSIS:

Implementation has advanced through several key actions:

Branding the Plan: The PSP Flight Path identity was created to represent direction, consistency, and progress. Staff collaborated with the Marketing team to design a logo, which has since been incorporated into staff recognition items such as pins, hats, and water bottles. This has sparked awareness and conversations across the organization about the Plan's purpose and goals.

Leadership Engagement: Initiatives have been divided among the leadership team. One-on-one sessions with initiative champions ensure timelines, goals, and action steps are clearly defined and tracked.

Dashboard Development: An internal, interactive dashboard has been created as a central tool to monitor initiative progress, identify risks, and provide real-time updates. This tool allows initiative owners and leadership to maintain accountability and make data-driven decisions.

Progress to Date: Of the 48 initiatives, 12 already have measurable outputs underway, with additional initiatives scheduled for activation in late 2025. The combination of structured oversight and staff engagement has accelerated early progress.

ALIGNMENT WITH STRATEGIC PLANNING:

This action directly supports the Palm Springs International Airport 2025–2029 Strategic Plan by advancing all five strategic priorities through structured implementation and staff engagement. The PSP Flight Path program ensures that initiatives are actively managed, progress is visible, and outcomes are aligned with the Plan's vision and mission.

FUTURE CITY COUNCIL ACTIONS

September 25, 2025

- GoSeeTell Network dba Sparkloft Media – Contract Services Agreement for Advertising Services
- Professional Services Agreement - Paslay Management Group, LLC for Airport Program Management and Advisory Consulting Services
- Approve plans, specifications, and estimate (PS&E) and authorization to bid remove and replace escalators and service agreements
- AGI Ground, Inc. – Non-Exclusive Operating and Lease Agreement for Office and Storage Space
- Dal Global Services, LLC Dba Unifi - Non-Exclusive Operating and Lease Agreement for Office and Storage Space
- Marshall Retail Group, LLC (WHSmith) – Concession Amendment No. 1 to Add Pink Door and Duty Free
- Comprehensive Fee Schedule for Public Parking Rates

DATE: September 2, 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

- RS&H's escalator assessment confirmed that a full structural replacement would cause extended disruption to the concourse. An In-Truss Modification was recommended as the most cost-effective and operationally feasible option. This solution minimizes noise and downtime while extending the life of the units.

Next Steps:

- In-Truss Modification project will be presented to City Council for their approval to advertise during September 2025 meeting, followed by bid advertisement.

Timeline:

- Project is expected to go out for bidding by late September. And a pre-bid job walk by mid-October, with bid opening the first week of November.

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 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 contributing 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 Taxicab and TNC's loading areas. The preliminary estimates are as follows:
 - Both Taxicab and TNC's site estimate: \$2.5 million
 - Taxicab site estimates: \$900,000
 - TNC's site estimates: \$1.7 million
- The Airport Commission provided directions 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.
- A kick-off meeting was held on August 13, 2025, between staff and InterVISTAS (On-call Planning firm) to discuss framework, planning and sequencing of capital projects over the next two years and beyond with goal of providing staff and commission a visual timeline and interdependencies of project flow.

Next Steps:

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

Timeline:

- Project sequencing timeline expected by the 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 City Council approved contract to Swinerton Builders during July 9, 2025, meeting.
- Task order has been issued to Mead & Hunt for Construction Management services for the project.

Next Steps:

- Contract execution between City and Swinerton.

Timeline:

- Contract execution is anticipated by mid-September.

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 task order has been executed.

- Project kick-off meeting was held on August 7, 2025, and project is in concept design phase.

Next Steps:

- Concept design completion and airport staff review.

Timeline:

- Concept design review is expected to be completed by mid-September.

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: Complete

- Outdoor furniture was delivered and installed on August 13, 2025.

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

- Bidding process is complete, and the contract approval is ready to be presented to city council for approval.

Next Steps:

- Contract approval.

Timeline:

- Contract approval during September 10, 2025.

Airport Conference Room Remodel:

Background: This project is a full remodel of the airport's conference room, including new furniture, upgraded AV equipment, soundproofing, and refreshed finishes.

Status: In Progress

- The conference remodel work is in progress.

Next Steps:

- Conference remodel work completion.

Timeline:

- Work is expected to be completed by first week of November.

(80) Electric Vehicle Chargers Installation:

Background: This project will install 80 Electric Vehicle Charging Systems (EVCS) at parking Lot-B located at the airport. The 80 EVCS consists of 39 dual port charger pedestals and (2) single port pedestals. This project is part of Southern California Edison (SCE) Charge Ready Program & SCE has provided site design and layout. SCE will complete the installation of load-side infrastructure and provide infrastructure to the stub up.

Status: In Progress

- Lot-B is closed to parking and has been fenced, and SCE has begun construction.

Next Steps:

- Bidding process to procure the general contractor to install the chargers as part of airport scope of work.

Timeline:

- Bids are expected to go out by first week of September.



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: September 14, 2025

TO: Chairman Corcoran and Airport Commissioners

FROM: Harry Barrett, Jr., Airport Executive Director

SUBJECT: Executive Director Report

Emerging Developments

Outbound Baggage Handling System Project – Grants and Majority-In-Interest 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 a contract with Swinerton Builders to construct the inline outbound baggage handling system. The project is estimated to cost nearly \$93 million in total when factoring the addition of Construction Management and Program Management costs. The airport has successfully executed grant agreements with the Federal Aviation Administration (FAA) totaling over \$27.5 million, and Other-Transactional Agreement grant awards from the Transportation Security Administration for an additional \$22.5 million. PSP is expecting additional funding for Federal Fiscal Year 2026 through additional grants that have been authorized by law but not yet appropriated. PSP staff is currently working with the signatory airlines to secure a Majority-in-Interest vote on the project, which would enable the project to move forward later this fall. The MII vote is subject to a review period as prescribed by the Airport Use and Lease Agreement, and therefore PSP is expecting a vote in early October.

Transitional Space Planning (New)

Background: Due to continuing passenger and organization growth, airport staff have determined that there is a need to address medium-term space needs to help manage growth while the airport continues to pursue long-range capital programs.

Report: The airport has reached capacity within the terminal complex. Within the next year, it is likely that PSP will no longer have the ability to accommodate additional tenant, staff, or customer experience functions without drastically reallocating space, significantly adapting current facilities, and acquiring new facilities. The airport's master plan analyzed staff and tenant space needs, and did find

that the airport was already significantly under-developed for its current activity level. To address this issue long-term, new facilities, such as the north concourse expansion in Phase I of the master plan, are expected to correct the deficit. However, new capital development will take many years and the airport continues to grow a rate outpacing its forecast. This uptick in operations has a compounding impact on PSP organizational growth as well as tenant operations. Airport staff assumptions include:

- Continued operational growth will result in airline, rental car, concessions, and PSP office needs, including breakroom and storage needs due to increased personnel, increased inventory, and equipment/infrastructure
- The phasing of construction and new facilities will likely require PSP to identify transitional space for current activities such as the USO and CBP, as well as existing and new IT infrastructure
- Continued passenger growth will likely require additional passenger processing infrastructure, queueing and holding areas before a new concourse can be designed and constructed
- There may be opportunities to improve guests experience and revenue growth by strategically repurposing some terminal facilities

Airport staff are weighing the opportunities and costs of converting existing facilities and acquiring new temporary or permanent facilities to address anticipated constraints. Staff intend to brief the Commission on potential areas of opportunity as we assess the airport's operational plans and financial resources.

Customs and Border Protection & Federal Inspection Station(FIS) Strategy (Updated September 14, 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 to 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: PSP staff and InterVISTAS Consulting have secured a meeting with Customs and Border Protection (CBP) Port leadership to discuss PSP's initial proposal for an FIS facility and expansion of CBP resources. Over the last month, staff have worked with InterVistas and with Daley Strategies to secure critical support letters from key stakeholders to bolster PSP's request. The airport's consultants have compiled over 10 support letters from regional and aviation industry partners demonstrating broad support for FIS facilities. The initial meeting, which is scheduled for later this month, is expected to result in feedback to staff helping to further refine a formal request. The July 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, PSP must still compete with airports that have existing FIS operations which are understaffed and with land boarder ports of entry. Airport staff will be monitoring the Congressional appropriations process to understand where there may be opportunities to advocate for federal resources to support expanded services.

Rental Car Facility Private Partnership (P3) Feasibility Meeting (Updated September 14, 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 process of reviewing this background data will be complete this week and Frasca is scheduling a meeting with airport staff to discuss initial findings. The Frasca and City staff teams will determine next steps which will include briefings to the Airport Commission and policy recommendations for moving forward. Airport staff continues to advance 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 July 21, 2025:

SUBJECT:

APPROVE CONTRACT SERVICES AGREEMENT NO. 25P214 WITH GROUP CREATIVE SERVICES, LLC FOR ART CURATOR CONSULTING SERVICES FOR PALM SPRINGS INTERNATIONAL AIRPORT

RECOMMENDATION:

1. Approve Contract Services Agreement No. 25P214 (Attachment A) with Group Creative Services, LLC to provide Art Curator Consulting Services for Palm Springs International Airport for a three-year term in an amount not to exceed \$425,000 beginning July 22, 2025 through July 21, 2028.
2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1M](#)

SUBJECT:

APPROVE NON-EXCLUSIVE OPERATING AND LEASE AGREEMENT NO. 25L209 WITH SKY CHEFS, LLC FOR THE USE OF APRON SPACE TO PARK TWO CATERING VEHICLES AT THE PALM SPRINGS INTERNATIONAL AIRPORT

RECOMMENDATION:

1. Approve the Airport Non-Exclusive Operating and Lease Agreement No. 25L209 with Sky Chefs permitting the parking of two catering vehicles at the Airport from March 1, 2025 through February 28, 2026 with two one-year options to extend.
2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1Q](#)

City Council Regular Meeting for September 10, 2025:

SUBJECT:

AUTHORIZE THE PURCHASE OF EIGHT ALL-ELECTRIC TRUCKS IN AN AMOUNT NOT TO EXCEED \$474,776.24

RECOMMENDATION:

1. Approve Purchase Agreement 25B215 with PFVT Motors LLC, dba Peoria Ford, for the procurement of eight (8) all-electric Ford F-150 Lightning trucks in an amount not to exceed \$474,776.24;

2. After delivery of the new vehicles, declare the existing vehicles being replaced as surplus, and waive the equipment requirements of 7.08.02 (5) of the Palm Springs Municipal Code and approve the surplus equipment to go straight to auction;
3. Authorize the City Manager or their designee to execute all necessary documents.

Attachments

[Item 1G](#)

SUBJECT:

ACCEPTANCE OF AN INCREASE OF UP TO \$9,000,000 TO FEDERAL AVIATION ADMINISTRATION (FAA) AIRPORT TERMINAL PROGRAM (ATP) GRANT NO. 03-06-0181-070-2025 FOR THE FUNDING OF THE BAGGAGE HANDLING SYSTEM IN-LINE SCREENING PROJECT FOR THE PALM SPRINGS INTERNATIONAL AIRPORT

RECOMMENDATION:

1. Accept an increase of up to \$9,000,000 to Federal Aviation Administration Airport Terminal Program (ATP) Grant No. 3-06-0181-070-2025 for the funding of the Baggage Handling System In-Line Screening Project for the Palm Springs International Airport, for a revised grant amount not to exceed \$15,000,000.
2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1H](#)

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	63,096	56,556	11.6%	61,984	56,149	10.4%	125,080	112,705	11.0%
August	51,450	58,673	-12.3%	62,065	59,410	4.5%	113,515	118,083	-3.9%
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	1,143,646	1,614,684	9.2%	1,125,416	1,616,230	10.5%	2,269,062	3,230,914	9.9%

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	63,096	11.6%
Aug	18,389	58,793	65,368	59,309	58,673	51,450	-12.3%
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	1,143,646	
% 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	125,080	11.0%
Aug	36,482	117,952	129,952	119,256	118,083	113,515	-3.9%
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	2,269,042	
% 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

Palm Springs International Airport

ACTIVITY BY AIRLINE July 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	12,724	10,396	22.4%	12,072	10,629	13.6%	24,796	21,025	17.9%	19.8%
American	15,193	10,690	42.1%	15,615	10,441	49.6%	30,808	21,131	45.8%	24.6%
Avelo	-	601	-100.0%	-	586	-100.0%	-	1,187	-100.0%	0.0%
Delta Air	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
SkyWest (Delta Connection)	5,178	3,943	31.3%	5,264	3,870	36.0%	10,442	7,813	33.6%	8.3%
SkyWest (United Express)	8,072	8,196	-1.5%	7,666	8,097	-5.3%	15,738	16,293	-3.4%	12.6%
SkyWest (AA)	3,100	5,661	-45.2%	3,020	5,413	-44.2%	6,120	11,074	-44.7%	4.9%
Southwest Air	12,385	14,158	-12.5%	11,899	14,150	-15.9%	24,284	28,308	-14.2%	19.4%
United	3,974	-	#DIV/0!	3,898	-	#DIV/0!	7,872	-	#DIV/0!	6.3%
WestJet	1,753	2,911	-39.8%	1,809	2,963	-38.9%	3,562	5,874	-39.4%	2.8%
Allegiant Air	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Flair	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Frontier	595	-	0.0%	619	-	0.0%	1,214	-	0.0%	1.0%
Porter	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
MN Airlines (Sun Country)	122	-	#DIV/0!	122	-	#DIV/0!	244	-	#DIV/0!	0.2%
Charters	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
TOTAL	63,096	56,556	11.6%	61,984	56,149	10.4%	125,080	112,705	11.0%	100.0%

Palm Springs International Airport

ACTIVITY BY AIRLINE
August 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	4,295	10,396	-58.7%	13,443	10,629	26.5%	17,738	21,025	-15.6%	15.6%
American	12,549	10,690	17.4%	13,543	10,441	29.7%	26,092	21,131	23.5%	23.0%
Avelo	-	601	-100.0%	-	586	-100.0%	-	1,187	-100.0%	0.0%
Delta Air	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
SkyWest (Delta Connection)	4,856	3,943	23.2%	4,928	3,870	27.3%	9,784	7,813	25.2%	8.6%
SkyWest (United Express)	7,462	8,196	-9.0%	7,490	8,097	-7.5%	14,952	16,293	-8.2%	13.2%
SkyWest (AA)	3,103	5,661	-45.2%	3,088	5,413	-43.0%	6,191	11,074	-44.1%	5.5%
Southwest Air	11,056	14,158	-21.9%	11,331	14,150	-19.9%	22,387	28,308	-20.9%	19.7%
United	4,956	-	0.0%	4,917	-	0.0%	9,873	-	#DIV/0!	8.7%
WestJet	2,224	2,911	-23.6%	2,368	2,963	-20.1%	4,592	5,874	-21.8%	4.0%
Allegiant Air	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Flair	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Frontier	728	-	0.0%	736	-	0.0%	1,464	-	0.0%	1.3%
Porter	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
MN Airlines (Sun Country)	221	-	0.0%	221	-	0.0%	442	-	#DIV/0!	0.4%
Charters	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
TOTAL	51,450	56,556	-9.0%	62,065	56,149	10.5%	113,515	112,705	0.7%	100.0%

Palm Springs International Airport

PASSENGER ACTIVITY REPORT - FISCAL YEAR COMPARISON

	ENPLANED PASSENGERS								DEPLANED PASSENGERS								TOTAL PASSENGERS							
	FY '25-'26	% CHANGE	FY '24-'25	% CHANGE	FY '23-'24	% CHANGE	FY '22-'23		FY '25-'26	% CHANGE	FY '24-'25	% CHANGE	FY '23-'24	% CHANGE	FY '22-'23		FY '25-'26	% CHANGE	FY '24-'25	% CHANGE	FY '23-'24	% CHANGE	FY '22-'23	
July	83,098	↑ 12%	56,556	↓ -11%	63,647	↓ -6%	68,071		81,984	↑ 10%	56,149	↓ -7%	60,889	↓ -7%	65,593		125,080	↑ 11%	112,705	↓ -9%	124,336	↓ -7%	133,664	
August	51,450	↓ -12%	58,673	↓ -1%	59,309	↓ -9%	65,368		62,065	↑ 4%	59,410	↓ -1%	59,947	↓ -7%	64,584		113,515	↓ -4%	118,083	↓ -1%	119,256	↓ -8%	129,952	
September		↓ -100%	69,900	↓ -5%	73,813	↓ -7%	79,599			↓ -100%	72,788	↓ -6%	77,748	↓ -7%	83,235	-	-	↓ -100%	142,688	↓ -6%	151,561	↓ -7%	162,834	
October		↓ -100%	123,263	↓ -3%	126,702	↑ 5%	120,659			↓ -100%	135,389	↑ 2%	133,108	↑ 5%	126,798	-	-	↓ -100%	258,652	↑ 0%	256,808	↑ 5%	247,457	
November		↓ -100%	151,801	↓ -6%	162,180	↑ 1%	160,129			↓ -100%	155,718	↓ -6%	165,290	↑ 4%	159,108	-	-	↓ -100%	307,519	↓ -8%	327,470	↑ 3%	319,237	
December		↓ -100%	163,851	↑ 4%	158,245	↓ -1%	159,848			↓ -100%	174,854	↑ 5%	166,997	↑ 3%	161,369	-	-	↓ -100%	338,505	↑ 4%	325,242	↑ 1%	321,215	
January		↓ -100%	175,583	↑ 5%	167,928	↓ -1%	169,746			↓ -100%	179,223	↑ 6%	168,852	↓ -2%	171,910	-	-	↓ -100%	354,788	↑ 5%	336,778	↓ -1%	341,858	
February		↓ -100%	190,572	↑ 2%	195,052	↑ 1%	184,973			↓ -100%	196,425	↑ 0%	196,544	↑ 4%	188,877	-	-	↓ -100%	386,997	↑ 1%	382,596	↑ 2%	373,850	
March		↓ -100%	250,084	↑ 5%	236,473	↑ 7%	223,314			↓ -100%	243,366	↑ 4%	234,499	↑ 3%	226,832	-	-	↓ -100%	493,450	↑ 4%	472,972	↑ 5%	450,146	
April		↓ -100%	210,574	↑ 4%	202,219	↑ 1%	200,753			↓ -100%	195,932	↑ 9%	180,068	↑ 1%	178,600	-	-	↓ -100%	406,506	↑ 6%	382,287	↑ 1%	379,353	
May		↓ -100%	129,304	↑ 2%	127,314	↓ -2%	129,695			↓ -100%	119,704	↑ 0%	119,176	↑ 2%	116,491	-	-	↓ -100%	248,008	↑ 1%	246,490	↑ 0%	246,186	
June		↓ -100%	73,003	↑ 6%	68,656	↓ -4%	71,635			↓ -100%	66,717	↑ 6%	62,983	↓ -6%	66,826	-	-	↓ -100%	139,720	↑ 6%	131,639	↓ -5%	138,481	
YTD	114,546	↓ -93%	1,653,144	↑ 1%	1,634,536	↑ 0%	1,633,788		124,049	↓ -85%	1,655,475	↑ 2%	1,625,899	↑ 1%	1,610,223		238,595	↓ -92.8%	3,308,619	↑ 1%	3,260,435	↑ 1%	3,244,011	



City of Palm Springs

Department of Human Resources

3111 East Tahquitz Canyon Way • Palm Springs, CA 92262

Tel: 760-323-8215 • Fax: 760-322-8287 • TDD (760)864-9527

DATE: September 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. 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
August 2025	20.0	93.5
September 2025	16.5	97.0

Department of Aviation Funded - Unfilled and Filled Position Totals by Month		
	Unfilled	Filled
June 2025	3.0	30.0
July 2025	3.0	33.0
August 2025	3.0	33.0
September 2025	3.0	33.0

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

II. ACTIVE RECRUITMENTS

POSITION TITLE	RECRUITMENT OPEN DATE
Airport Operations Specialist I	August 2025
Custodian	September 2025
POSITION TITLE	TENTATIVE START DATE
Airport Emergency Planning Administrator <i>(Current Step: Confirmed Start Date)</i>	September 22, 2025
Airport Security Supervisor <i>(Current Step: Pre-Employment Process)</i>	September 2025
Maintenance Technician II <i>(Current Step: Pre-Employment Process)</i>	October 2025

III. VACANT POSITIONS BY CATEGORY

- **Middle Management (3.0)**
 - Airport Security Supervisor
 - Business Intelligence Developer
 - Learning and Leadership Program Manager
- **Frontline (16.5)**
 - Airport Operations Specialist I (4.0)
 - Climate Action and Sustainability Specialist
 - Commercial Vehicle Operator (5.0)
 - Custodian (3.5)
 - Fire Prevention Specialist
 - Maintenance Technician II
 - Maintenance Worker, Lead

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

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			113.50
<i>Airport Administration</i>		<i>Section Total</i>	19.00
Executive Director PS International Airport	0.0	1.0	1.00
Assistant Airport Director	0.0	2.0	2.00
Airport Safety Management Systems Manager	0.0	1.0	1.00
Airport Emergency Planning Administrator	0.0	1.0	1.00
Deputy Director of Capital Development	0.0	1.0	1.00
Aviation Planner	0.0	1.0	1.00
Business Intelligence Developer	1.0	0.0	1.00
Innovation & Strategic Implementation Administrator	0.0	1.0	1.00
Project Manager	0.0	1.0	1.00
Executive Program Administrator	0.0	2.0	2.00
Executive Administrative Assistant	0.0	1.0	1.00
Deputy Director of Aviation - Marketing	0.0	1.0	1.00
Marketing & Communications Specialist	0.0	2.0	2.00
Administrative Specialist	0.0	1.0	1.00
Administrative Assistant	0.0	2.0	2.00
<i>Control Center Operations</i>		<i>Section Total</i>	40.00
Airport Operations Manager	0.0	2.0	2.00
Airport Security Supervisor	1.0	0.0	1.00
Airport Security Manager	0.0	1.0	1.00
Airport Operations Supervisor	0.0	5.0	5.00
Airport Operations Specialist II	0.0	4.0	4.00
Airport Operations Specialist I	4.0	11.0	15.00
Airport Operations Aide	0.0	12.0	12.00
<i>Terminal Operations</i>		<i>Section Total</i>	54.50
Maintenance Superintendent	0.0	1.0	1.00
Maintenance Supervisor	0.0	4.0	4.00
Maintenance Coordinator	0.0	2.0	2.00
Maintenance Electrician	0.0	2.0	2.00
Maintenance Electrician HVAC	0.0	2.0	2.00
Maintenance Technician, Senior	0.0	1.0	1.00
Maintenance Technician II	1.0	5.0	6.00
Maintenance Technician I	0.0	3.0	3.00
Maintenance Worker, Lead	1.0	1.0	2.00
Maintenance Worker I	0.0	8.0	8.00
Industrial Technician, Lead	0.0	1.0	1.00
Industrial Technician	0.0	4.0	4.00
Commercial Vehicle Operator	5.0	0.0	5.00
Custodian	3.5	10.0	13.50
	<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	16.5	97.0	113.50
ENGINEERING SERVICES			1.00
<i>Engineering Services</i>		<i>Section Total</i>	<i>1.00</i>
Civil Engineer, Senior (funded in Aviation)	0.00	1.00	1.00
FINANCE & TREASURY			1.00
<i>Accounting & Accounts Receivable</i>		<i>Section Total</i>	<i>1.00</i>
Accountant (funded in Aviation)	0.00	1.00	1.00
FIRE			13.00
<i>Fire Administration</i>		<i>Section Total</i>	<i>1.00</i>
Fire Prevention Specialist	1.0	0.0	1.00
<i>Airport Rescue Firefighting</i>		<i>Section Total</i>	<i>12.00</i>
Fire Captain	0.0	3.0	3.00
Fire Engineer (includes Paramedic classification)	0.0	9.0	9.00
HUMAN RESOURCES			2.00
<i>Human Resources</i>		<i>Section Total</i>	<i>1.00</i>
Human Resources Specialist (funded in Aviation)	0.0	1.0	1.00
<i>Worker's Compensation</i>		<i>Section Total</i>	<i>1.00</i>
Learning and Leadership Program Manager (funded in Aviation)	1.0	0.0	1.00
INFORMATION TECHNOLOGY			5.00
<i>Information Technology</i>		<i>Section Total</i>	<i>5.00</i>
Information Technology Network Engineer (Funded in Aviation)	0.0	1.0	1.00
Information Technology Technician (Funded in Aviation)	0.0	4.0	4.00
POLICE			10.00
<i>Airport Security</i>		<i>Section Total</i>	<i>10.00</i>
Police Officer (Aviation - TSA) (includes Senior & Master Officer classifications)	0.0	2.0	2.00
Police Officer (Aviation) (includes Senior & Master Officer classifications)	0.0	7.0	7.00
Police Sergeant (Aviation) (includes Sergeant II & III classifications)	0.0	1.0	1.00
SUSTAINABILITY			1.00
<i>Office of Sustainability</i>		<i>Section Total</i>	<i>1.00</i>
Climate Action and Sustainability Specialist (funded in Aviation)	1.00	0.00	1.00
Totals	19.5	127.0	146.50

REV 9/10/25

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

Posted on Planetbids – Bidding

1. **Project Title:** Electric Vehicle Charger Installation for Palm Springs International Airport
Bid Posting Date: 09/02/2025 10:41 AM (PDT)
Bid Due Date: 10/08/2025 2:00 PM (PDT)
Project Type: IFB

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
2. **Project Title:** Airport Program Management & Advisory Consulting Services
Bid Posting Date: 04/28/2025 12:00 AM (PDT)
Bid Due Date: 06/12/2025 2:00 PM (PDT)
Project Type: RFP
3. **Project Title:** Advertising Services for Palm Springs International Airport
Bid Posting Date: 03/03/2025 8:45 AM (PDT)
Bid Due Date: 04/01/2025 2:00 PM (PDT)
Project Type: RFP

Upcoming RFP & IFB to be Posted on Planetbids

- **Project Title (Project Type):**
 1. Pest Control Services (IFB)
 2. Hangar 18 Outfall Repair (RFP)
 3. High Voltage Services (IFB)
 4. Parking Access Revenue and Control System (PARCS) (RFP)
 5. Escalators Replacement (RFP)
 6. Electrical parts supply (IFB)
 7. Airport Landside and Airside Landscaping Services (IFB)

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



palm springs
INTERNATIONAL AIRPORT

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

August 13, 2025

Danielle La Clair
Flagship Manager
Paradies Lagardère
Palm Springs International Airport

RE: Warning Letter Regarding Rodent and Insect Problems in Paradies Leasehold Spaces

Dear Ms. La Clair,

The Airport is officially notifying Paradies Lagardère of a breach in our Concession Agreement A9331, dated December 19, 2022, as amended. Per Sections 15.2.2 and 15.2.9 of the Agreement, the Concessionaire is obligated, at its sole cost, to keep the premises clean, neat, orderly, and sanitary at all times. This includes maintaining pest control measures to ensure a sanitary environment. Failure to comply with these obligations constitutes a Performance Standard Breach.

Under Section 15.2.4, the City may assess liquidated damages of \$400 per occurrence per day for non-compliance. Additionally, Sections 24.3.1 and 24.3.2 provide an escalation framework for repeated breaches within a rolling 365-day period. The first breach is outlined in Section 24.3.1.1a.

The Executive Director of Aviation has determined that a breach has occurred. The breach has resulted in reputational damage to the City's Airport and to the City of Palm Springs.

Paradies Lagardère has ten (10) calendar days to submit in writing evidence disputing the breach. The Executive Director of Aviation will then review the evidence presented and will then issue a final written decision as to the breach.

The Executive Director of Aviation invites Paradies Lagardère to schedule a meeting with Airport Staff to evaluate the current conditions, and working together, come up with a remediation plan to resolve the rodent and insect problem impacting the Paradies leasehold spaces at the Palm Springs International Airport.

Thank you for your attention to this important matter. Should you have any other questions or concerns, please feel free to contact my office or Lowell Valencia-Miller, Executive Program Administrator at (760) 318-3837.

Sincerely,

Victoria Carpenter
Assistant Airport Director
Palm Springs International Airport

cc: Harry Barrett Jr., Executive Director of Aviation
Samantha White, Regional General Manager – Paradies Lagardère

ITEM 12.E



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

September 4, 2025

RECEIVE AND FILE

Kevin J. Corcoran, Chairman
Todd Burke, Vice Chairman
Airport Commission
City of Palm Springs
Palm Springs, CA

RE: Closure of Coachella Valley Coffee Until Wednesday, October 1, 2025

Dear Chairman Corcoran and Vice Chairman Burke,

The Airport met with Paradies Management on Wednesday, September 3rd along with a team from EcoLab to walkthrough Las Casuelas and Coachella Valley Coffee. During the walkthrough, Paradies and Ecolab identified aspects of their mitigation plans to eradicate the rodent problem. Airport Maintenance joined the walkthrough to highlight the Airport's pest control efforts. The goal is to join forces, Paradies from the inside and the Airport from the outside to resolve this problem.

During the walkthrough Paradies Management requested to close Coachella Valley Coffee for the remainder of the summer season. This request is to allow Paradies to implement the necessary facility modification to eradicate the rodent activity in and around the restaurant. Vino Volo will open at 4:30am to provide a variety of coffee and espresso beverages along with breakfast grab and go items. Paradies is purchasing signage to help direct travelers to locations offering coffee and breakfast.

While Las Casuelas and Coachella Valley Coffee are closed, Paradies is undertaking a refresh of the dining room area which includes the cleaning and removal and replacing of the seat cushions. Completion of this work is expected by October 1st (see photos below)

Should you have any other questions or concerns, please feel free to contact my office or Lowell Valencia-Miller, Executive Program Administrator at (760) 318-3837.

Sincerely, 
Victoria Carpenter
Assistant Airport Director
Palm Springs International Airport

cc: Airport Commissioners
Harry Barrett Jr., Executive Director of Aviation
Jeremy Keating, Assistant Airport Director

Las Casuelas Seat Cushion Replacement Project (September 3, 2025)

OLD



NEW





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

August 18, 2025

RECEIVE AND FILE

Kevin J. Corcoran, Chairman
Todd Burke, Vice Chairman
Airport Commission
City of Palm Springs
Palm Springs, CA

RE: Closure of Las Casuelas Effective Monday, August 18, 2025

Dear Messrs Corcoran and Burke,

The Airport received a request from Paradies Lagardère to close Las Casuelas for the remainder of the summer season, effective Monday, August 18th. Coachella Valley Coffee will remain open for grab and go service. This request is in response to last week's rodent activity in and around the restaurant. Victoria Carpenter, Assistant Airport Director has been in contact with the Flagship Manager responsible for all Paradies concessions at PSP and has agreed to this request.

A Paradies corporate response team will be on site at the Airport starting Wednesday, September 3rd to conduct a full survey of the restaurant as well as the surrounding Airport facilities. Their rodent control specialists will be leading the inspection and will provide a report on next steps for remediation. In the meantime, the restaurant will undergo a deep cleaning including the removal and cleaning of the seat cushions in the dining area.

Airport Maintenance met with Curtis Smith of Lloyd's Pest Control on Thursday August 14th to perform a thorough inspection of all Airport spaces surrounding the restaurant. Curtis provided the Airport with several recommendations to implement immediately to better control the pest activity at PSP. Lloyd's was given approval to implement the recommendations with a request for increased visits to the Airport and more frequent reports to Airport Management.

Should you have any other questions or concerns, please feel free to contact my office or Lowell Valencia-Miller, Executive Program Administrator at (760) 318-3837.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Keating', is written over a horizontal line.

Jeremy Keating
Assistant Airport Director
Palm Springs International Airport

cc: Airport Commissioners
Harry Barrett Jr., Executive Director of Aviation
Victoria Carpenter, Assistant Airport Director

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
TBD	TBD	Art Review Working Group

AIRPORT COMMITTEES FY2026-27

Revised 7-29-2025

REPRESENTING	COMMISSIONERS	Marketing (7 Members)	Budget (9 Members)	Operations (9 Members)	Noise (5 Members)	Ad Hoc Design Review (6 Members)	Art Review Working Group (2 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	Member		
Palm Springs	EBENSTEINER, Bryan	Member	Member				
Palm Springs	FONG, J Craig	Member			Chair		
Palm Springs	HEDRICK, Ken		Chair				
La Quinta	KIEHL, Geoffrey		Member			Member	
Palm Springs	MARTIN, Tracy		Member				
Palm Springs	MCDERMOTT, Sam	Chair					
Riverside County	PARK, Margaret			Member			
Cathedral City	SAMLASKA, Christian			Member	Member		Member
Palm Springs	SCHOEFFLER, Timothy			Member	Member		Member
Indian Wells	VALDEZ, Phil		Member	Member			
Desert Hot Springs	VOSS, Dirk		Member	Member			
Palm Desert	WISEMAN, Kevin			Chair			
Indio	WISE, Rick		Member			Member	
Rancho Mirage	YOUNG, Keith	Member		Member		Member	