



AIRPORT COMMISSION MEETING AGENDA

Airport Conference Room, Palm Springs International Airport
3400 E. Tahquitz Canyon Way, Palm Springs, CA 92262
Wednesday, January 21, 2026 - 4:00 P.M.

To view/listen/participate virtually in the meeting live, please contact the administration office at psp.commission@palmspringsca.gov to register for the Zoom meeting. There will be an email with Zoom credentials sent after registration is complete, to access the meeting and offer public comment. Registration is not required to attend the meeting in person.

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

Commissioner Kevin Wiseman - Palm Desert 71-703 Highway 111, Suite 2E Rancho Mirage, CA 92270	
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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: psp.commission@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:	City of Cathedral City:	City of Palm Desert:
Kevin J. Corcoran – Chairman	Todd Burke – Vice Chairman	Margaret Park	Christian Samlaska	Kevin Wiseman
Daniel Caldwell	Tracy Martin	City of Indian Wells:	City of Coachella:	City of Rancho Mirage:
Bryan Ebensteiner	Samantha McDermott	Phil Valdez	Vacant	Keith Young
J Craig Fong	Timothy Schoeffler	City of La Quinta:	City of Desert Hot Springs:	City of Indio:
Ken Hedrick	Vacant	Geoffrey Kiehl	Dirk Voss	Rick Wise
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 November 19, 2025.

6.B Minutes of the Airport Commission Special Meeting of December 16, 2025.

7. DISCUSSION AND ACTION ITEMS:

7.A Brown Act Refresher

7.B Airport Program Management & Advisory Consulting Services

7.C Administration Building Acquisition

7.D Noise Committee Update

7.E Marketing Update

7.F Financial Update

7.G Projects and Airport Capital Improvement Program Update

7.H Transition to New Email Distribution Update

7.I Future City Council Update

7.J Committee Updates

8. EXECUTIVE DIRECTOR REPORT

9. COMMISSIONERS REQUESTS AND REPORTS

10. REPORT OF COUNCIL ACTIONS:

10.A Past City Council Actions

11. RECEIVE AND FILE:

11.A Airline Activity Report November & December 2025

11.B Airline Activity Report Fiscal Year Comparison

11.C Request for Proposal (RFP) and Invitation for Bid (IFB) Update

12. COMMITTEES:

12.A Future Committee Meetings

12.B Committees Roster

13. ADJOURNMENT:

The Airport Commission will adjourn to the Regular Meeting on February 18, 2026, 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 January 15, 2026, 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, November 19, 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 Vice Chairman Burke to lead the Pledge of Allegiance.

2. POSTING OF AGENDA: Agenda posted on November 13, 2025.

3. ROLL CALL:

Commissioner's Present:

Dave Banks (Palm Springs)	Samantha McDermott (Palm Springs)
Todd Burke (Palm Springs)	Margaret Park (Riverside County)
Kevin Corcoran (Palm Springs) - Chairman	Christian Samlaska (Cathedral City)
Denise Delgado (Coachella)	Timothy Schoeffler (Palm Springs)
Bryan Ebensteiner (Palm Springs)	Phil Valdez (Indian Wells)
J Craig Fong (Palm Springs)	Dirk Voss (Desert Hot Springs)
Ken Hedrick (Palm Springs)	Rick Wise (Indio)
Geoffrey Kiehl (La Quinta)	Kevin Wiseman (Palm Desert)
Tracy Martin (Palm Springs)	Keith Young (Rancho Mirage)

Commissioners Absent: Daniel Caldwell (Palm Springs)

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
Jake Ingrassia, Marketing and Communications Specialist
Mariana Anguiano, Executive Administrative Assistant

Tanya Perez, Administrative Specialist
Jeremy Holm, City Attorney

Others Present:

Veronica Chavez, Gensler & Associates, Inc.
Jennifer McKinney, Gensler & Associates, Inc.
Neil McLean, Gensler & Associates, Inc.
Byron Chavez, RS&H California, Inc.
Jeff Sena, VDA Advantage

4. ACCEPTANCE OF AGENDA:

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

5. PUBLIC COMMENTS:

Public comment was provided by Jim Philips regarding aircraft noise, environmental review concerns, and general observations.

6. APPROVAL OF MINUTES:

6.A Minutes of the Airport Commission Regular Meeting of October 15, 2025.

MOTION BY COMMISSIONER HEDRICK, SECOND BY COMMISSIONER MCDERMOTT, CARRIED 16 – YES AND 1 - ABSTAIN, to approve the minutes of October 15, 2025.

7. DISCUSSION AND ACTION ITEMS:

7.A Marketing Update

Deputy Director of Aviation, Marketing and Air Service Meier presented the Marketing presentation.

Chairman Corcoran requested Commissioners inclusion in future community and Parade participation events.

7.B Financial Update

Assistant Airport Director Carpenter reviewed the financial statements for airport funds.

Chairman Corcoran requested an update on the General Aviation (GA) Study. As the item was not agendaized, Executive Director of Aviation Barrett noted that the update would be brought back to the Airport Commission at a future meeting.

7.C 2026 Airport Commission Calendar

MOTION BY COMMISSIONER VOSS, SECOND BY COMMISSIONER SCHOEFFLER, CARRIED UNANIMOUSLY, to Approve the 2026 Airport Commission Calendar.

7.D Operations, Properties and Facilities Committee Update

Commissioner Wiseman provided a brief overview of the project and introduced Gensler & Associates, Inc. (Gensler) to present the restroom renovation design update.

Gensler presented the restroom renovation design modernization.

Commissioners asked questions regarding budget estimates, cost-per-square-foot, and potential value-engineering opportunities to ensure the project remains financially responsible. They also requested clearer signage for the all-gender restrooms to support effective wayfinding. Additional recommendations included incorporating child-safety features and expanding hand-drying options to better accommodate families. Throughout the discussion, Commissioners emphasized their support for a high-quality design while reiterating the importance of balancing amenities and aesthetics with fiscal responsibility.

7.E Escalators Update

Assistant Airport Director Keating provided an overview of the escalator status and upcoming maintenance needs. RS&H California, Inc. and VDA Advantage then elaborated further, outlining the procurement process, bid responses, technical considerations, and next steps for the escalator modernization effort.

MOTION BY COMMISSIONER HEDRICK, SECOND BY COMMISSIONER WISE, CARRIED UNANIMOUSLY, to proceed with the escalator work and close both escalators concurrently to complete the project.

7.F Paradies Lagardere Hours Update

Assistant Airport Director Carpenter provided an update.

Chairman Corcoran requested that staff provide detailed operational data from Paradies Lagardere in the next Airport Commission meeting. Chairman Corcoran asked for more precise tracking and reporting to address ongoing concerns.

7.G Projects and Airport Capital Improvement Program Update

Project Manager Singh provided an update.

7.H Future City Council Update

Assistant Airport Director Carpenter provided an update.

8. EXECUTIVE DIRECTOR REPORT

Executive Director of Aviation Barrett provided updates.

9. COMMISSIONERS REQUESTS AND REPORTS

Chairman Corcoran announced that the next meeting is scheduled for December 16, 2025 at 9:00 a.m., noting that this session will serve as the Airport's Annual Strategic Planning meeting.

10. REPORT OF COUNCIL ACTIONS:

10.A Past City Council Actions

11. RECEIVE AND FILE:

11.A Airline Activity Report October 2025

11.B Airline Activity Report Fiscal Year Comparison

11.C Request For Proposal (RFP) and Invitation For Bid (IFB) Update

12. COMMITTEES:

12.A Future Committee Meetings

12.B Committee's Roster

13. ADJOURNMENT:

The Airport Commission adjourned at 5:58 P.M. to the Regular Meeting on December 10, 2025, at 4:00 P.M.



Tanya Perez
Administrative Specialist



palm springs
INTERNATIONAL AIRPORT

AIRPORT COMMISSION

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

Tuesday, December 16, 2025 - 9:00 A.M.

1. CALL TO ORDER:

Chairman Corcoran called the Airport Commission Special meeting to order at 9:02 A.M. The meeting was held in-person and via videoconference.

Chairman Corcoran lead the Pledge of Allegiance.

2. POSTING OF AGENDA: Agenda posted on December 10, 2025.

3. ROLL CALL:

Commissioner's Present:

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

Commissioners Absent: Todd Burke (Palm Springs), Denise Delgado (Coachella), Tracy Martin (Palm Springs)

Staff Present:

Scott C. Stiles, City Manager
Harry Barrett, Jr., Executive Director of Aviation
Victoria Carpenter, Assistant Airport Director
Daniel Meier, Deputy Director of Aviation, Marketing and Air Service
Ryan Kaspari, Deputy Director of Capital Development
Ramon Sanchez, Operations Manager
Josue Morejan, Airport Safety Management Systems (SMS) Manager
Tom Woodard, Airport Emergency Planning Administrator
Ed Graff, Operations Manager
Nikki Gomez, Aviation Planner
Andrew Crider, Senior Civil Engineer

Christina Brown, Executive Program Administrator
Lowell Valencia - Miller, Executive Program Administrator
Harman Singh, Project Manager
Jason Hodges, Strategy and Innovation Administrator
Jake Ingrassia, Marketing and Communications Specialist
Mariana Anguiano, Executive Administrative Assistant
Tanya Perez, Administrative Specialist
Kristopher Mooney, Director of Finance & Treasurer
Jeremy Holm, City Attorney

Others Present:

Mark Waiver, Daley Strategies, LLC
Scott White, Visit Greater Palm Springs (VGPS)
Barbara Yamamoto, PSM Squared, Inc.
Alicia Robertson, PSM Squared, Inc.
Teva Dawson, Group Creative Services, LLC
Alex Braidwood, Group Creative Services, LLC
Molly Wood, Groundworks
Sara Peschel, Groundworks
Josh Cohn, InterVistas Consulting USA LLC

4. ACCEPTANCE OF AGENDA:

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

5. PUBLIC COMMENTS: None.

6. INTRODUCTIONS AND PRESENTATIONS:

- 6.A** Commissioner Dave Banks - City of Palm Springs - Resignation – Farewell
- 6.B** Commissioner Denise Delgado - City of Coachella - End of Term – Farewell

Chairman Corcoran expressed appreciation and extended well wishes to Dave Banks and Denise Delgado for their service.

7. DISCUSSION AND ACTION ITEMS:

7.A Strategic Plan Workshop

City Manager Stiles thanked the Commissioners for their engagement and emphasized the importance of Commissioners input in shaping airport priorities, policy decisions, and regional coordination.

Executive Director of Aviation Barrett outlined the purpose of the annual strategic session, highlighting progress made in staffing, organizational structure, and

implementation of the Airport Strategic Plan. Chairman Corcoran provided additional feedback and clarified the intent of the meeting, as well as the nature of the Commissioners roles.

Strategy and Innovation Administrator Hodges kicked off the meeting and advised the Flightpath framework as the internal implementation tool for the Airport Strategic Plan. He provided an overview of the tracking of 48 strategic initiatives, internal dashboard reporting, the project intake and prioritization process, and staff engagement initiatives, including Real Talk Walks and employee recognition programs.

Airport leadership from each department provided the Airport Commission with a comprehensive overview of strategic planning efforts within their respective areas, including progress on organizational restructuring, implementation of the Strategic Plan and Flightpath tracking framework, key marketing and air service development initiatives, and the development and rollout of the Airport Guest Experience Plan. Airport leadership also outlined upcoming priorities, staffing needs, technology and accessibility improvements, and next steps for program implementation.

Dialogue occurred throughout the presentation among Airport staff, Commissioners, and consultants. As a result, the Airport Commission provided the following requests:

1. The Commission directed the Deputy Director of Aviation, Marketing and Air Service, Meier, to provide quarterly Marketing Committee updates to the Commission.
2. The Commission recommended that staff explore the inclusion of Commissioner participation and flight crew perspectives in the Guest Experience Council.
3. The Commission recommended that a Commissioner be added to the Guest Experience Council.
4. The Commission requested that the results of the employee feedback survey be shared with the Commission.
5. The Commission requested that the advertising presentation be shared with the Commission.

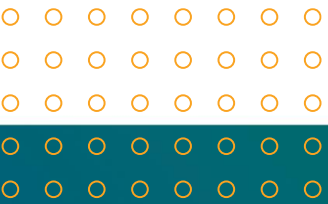
8. **COMMISSIONERS REQUESTS AND REPORTS:** None

9. **ADJOURNMENT:**

The Airport Commission adjourned at 2:02 P.M. to the Regular Meeting on January 21, 2026, at 4:00 P.M.

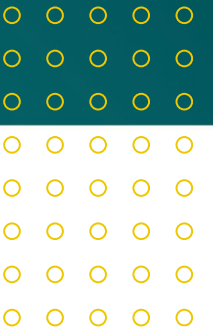


Tanya Perez
Administrative Specialist



The Brown Act

The People's Business and the Right to Access



Agenda



1. History of the Brown Act
2. Purpose of the Brown Act
3. Applications of the Brown Act
4. Serial Meetings
5. Rules Governing Meetings
6. State of the City Addresses
7. Teleconferencing
8. Remedies/Cure
9. Recent Changes



History of the Brown Act



The Ralph M. Brown Act



- In late 1951, San Francisco Chronicle reporter Mike Harris spent six weeks looking into the way local agencies conducted meetings. State law had long required that business be done in public, but Harris discovered secret meetings or caucuses were common. He wrote a 10-part series on “Your Secret Government” that ran in May and June 1952.

The Ralph M. Brown Act



- Out of the series came a decision to push for a new state open meeting law.
- Assembly Member Ralph M. Brown carried legislation.
- The “Brown Act”, has evolved under a series of amendments and court decisions, and has been the model for other open meeting laws—such as the Bagley-Keene Act, enacted in 1967 to cover state agencies.

The Right to Access



- Sunshine Laws
- The Brown Act works in conjunction with the California Public Records Act to promote transparency in local government.
- While the Public Records Act (Cal. Govt. Code §§ 6250 et seq.) ensures that the public has access to local government documents, the Brown Act (Cal. Govt. Code §§ 54950 et seq.) ensures that local government business is conducted at open and public meetings, with a few exceptions.



Purpose of the Brown Act



Purpose of Brown Act

- To ensure that almost all aspects of the decision-making process of legislative bodies of local agencies are conducted in public and open to public scrutiny.
- “The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.” (Gov. Code 54950.)



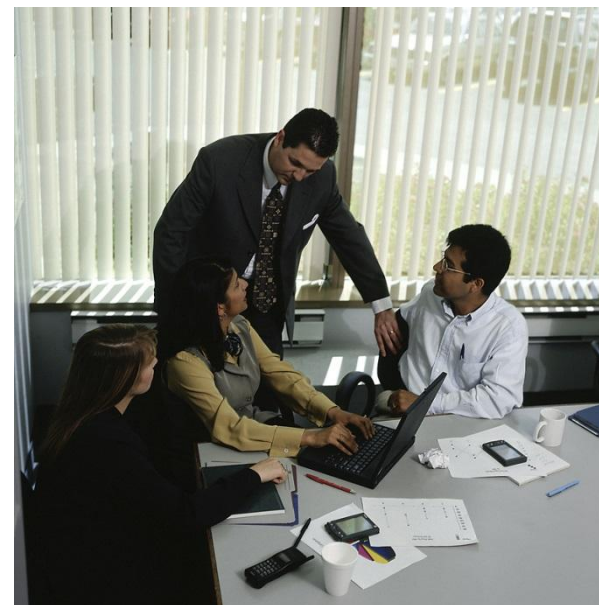


Applications of the Brown Act



Application

- Local agencies
- Legislative bodies
- Meetings
- Persons elected to legislative bodies, even prior to assuming office



- Local Agency
 - Means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency
- Legislative Body
 - Governing body;
 - Board, commission, committee created by formal action of the governing body;
 - Private organizations (in limited circumstances).

The Key to the Brown Act



- All meetings shall be open and public except when the Brown Act authorizes otherwise.
- The Ralph M. Brown Act (Government Code sections 54950-54963).

- Meeting
 - Any gathering of a majority of the members at the same time and place to hear, discuss or deliberate upon any matter under their jurisdiction.
 - No action needs to be taken for a meeting to occur; conversations between and among members of a legislative body about issues confronting the agency is sufficient.
 - Examples: Council meetings, Commission meetings, State of the City addresses

- Not a Meeting
 - Individual contacts;
 - Conferences and seminars;
 - Community meetings;
 - Purely social or ceremonial occasions;
 - Attendance at standing committee meetings;
 - Meetings with other legislative bodies – a majority of the governing body may attend as long as they do not discuss among themselves issues related to the agency.



Serial Meetings



Serial Meetings

- Serial Meetings – Expressly Prohibited
 - “Use of direct communication, personal intermediaries, or technological devices employed by a majority of the legislative body members in order to develop a collective concurrence as to action to be taken on an item by the legislative body is prohibited.”

Serial Meetings

- Ways Serial Meetings Can Happen
 - Personal Meeting
 - Telephone
 - Email
 - Written Correspondence
 - Use of Intermediaries
 - Social Networking Sites such as Facebook and Twitter.



Serial Meetings

- Elements of a Serial Meeting
 - Series of Communications
 - Begins With Less Than a Quorum
 - Taken As a Whole Involves a Majority
 - Discussion, Deliberation or Decision
 - Advances or Clarifies the Understanding of an Issue;
 - Facilitates an Agreement or Compromise Among Members;
 - Advances the Ultimate Resolution of an Issue.



Serial Meetings

- Two types of Serial Meetings
- Daisy Chain
 - Member A speaks to Member B who speaks with Member C about a particular matter and in the process they all form a collective concurrence on a matter.
- Hub and Spoke
 - An intermediary acts as a hub of a wheel with members relaying information back and forth to each other through the hub and in the process a majority of the legislative body develops a collective concurrence.

Serial Meeting Exceptions

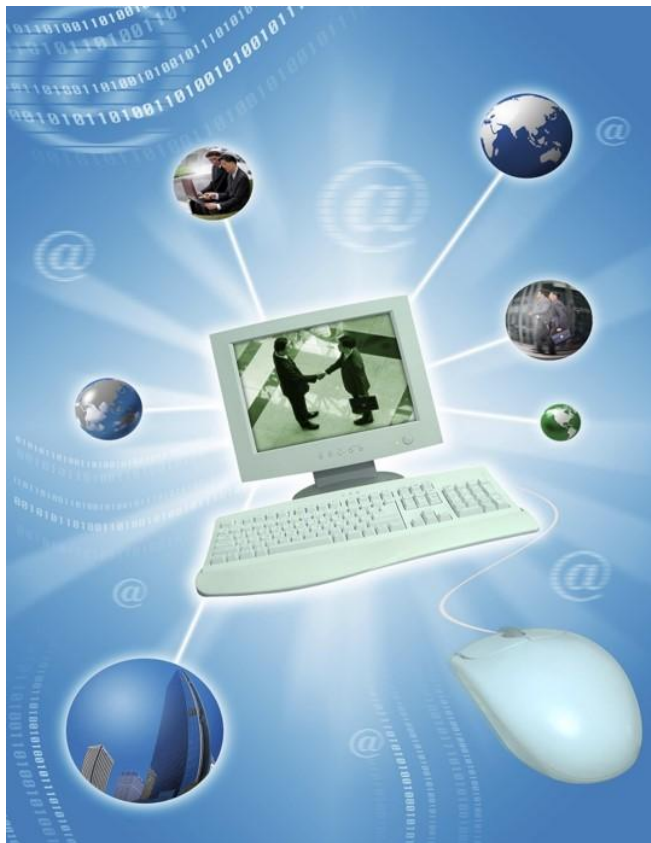
- While the Brown Act prohibits serial meetings, it also explicitly provides an exception for one-on-one communications by a non-member (i.e., staff) with members of the legislative body.
- Does NOT allow back and forth and sharing of views of different members.
- Brown Act also allows communications to call or schedule a special meeting.
- Social/Ceremonial/Conferences

Social Media

- Engaging in discussion section of social media, article, etc.
- Meeting does not have to be a physical meeting
- Series of comments to a blog or news article

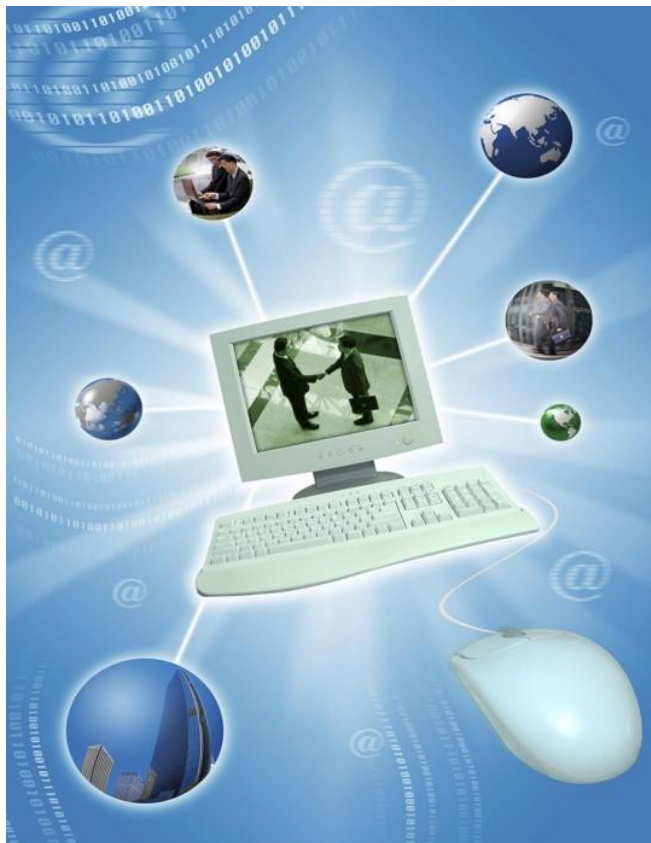


Serial Meetings – Email Tips



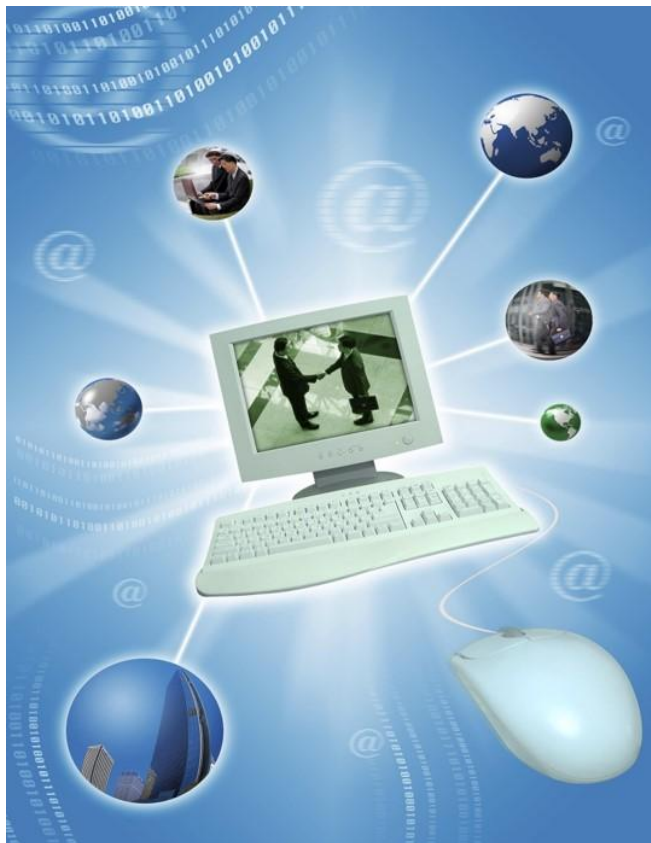
- Refrain from replying to “All” in E-mails
- Do not take a position or make a commitment
- E-mail board members for info only (or ask clerk or manager to send)
- Take caution
- Ensure compliance with law

Serial Meetings – Social Media Tips



- Do not make a commitment
- Keep information general on upcoming matters
- Do not enter a group page or chat with other members
- Remember-- Expressing opinion by posting, liking, sharing and commenting
- Be cautious about taking a position or contributing content that expresses your position (especially for quasi-judicial actions)

Tips to Avoid Serial Meeting



- Always do more listening than talking
- Set ground rules before meetings
- Don't ask staff or public how other members intend to vote

Remember!

- Serial meetings – You can't do outside a meeting on what you should do in a meeting (a quorum of the legislative body "shall not, outside a meeting..., pursue a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business" that is within the agency's subject matter jurisdiction.)
 - No daisy chains or hub-and-spoke meetings

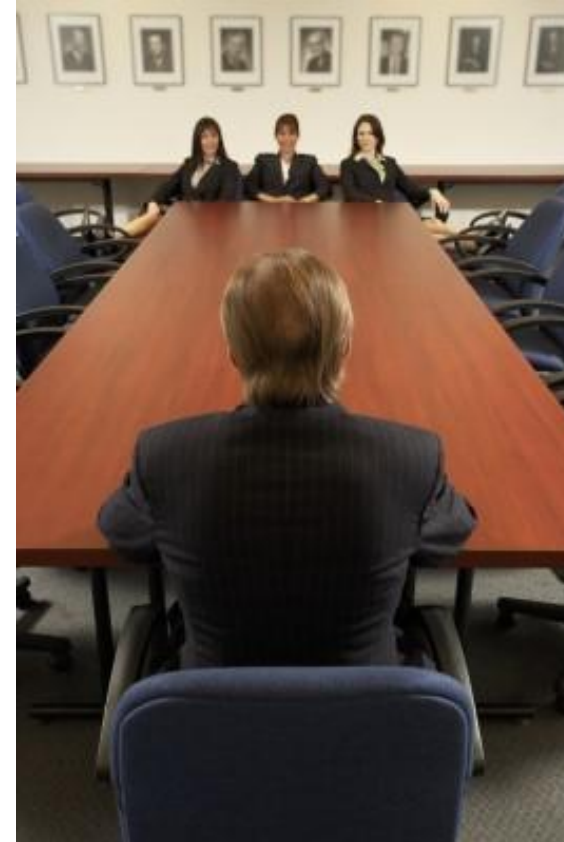


Rules Governing Meetings



Rules Governing Meetings

- Regular meeting
- Special meeting
- Emergency meetings
- Adjourned meetings
- Public's right to comment



Rules Governing Meetings



- REGULAR MEETINGS - Agenda Requirements:
 - Post 72 hours prior to the meeting.
 - Must include the time and location of the meeting.
 - Must contain a brief general description of each item to be discussed or addressed, including closed session items.
 - Notices available in alternative ADA formats and distributed in advance to those who request copies.

Special Circumstances at Meetings

- No public meeting shall be inaccessible to the disabled
- All public meetings shall meet the “protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990.”
- Agenda for the meeting needs to include “information regarding how, to whom, and when a request for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.”

Special Circumstances at Meetings

- For bilingual public speakers Brown Act requires that twice as much time to present during limited public comment
- Enough time to provide original statement in native language and translation
- Example: instead of 3 minutes should provide 6 minutes.

Rules Governing Meetings



- SPECIAL MEETINGS - Agenda Requirements:
 - Posted no later than 24 hours prior to the meeting.
 - Must include the time and location of the meeting.
 - Must contain a brief general description of each item to be discussed or addressed, including closed-door items.

Rules Governing Meetings



- ADJOURNED MEETINGS - Agenda Requirements:
 - Not necessary to post a new agenda if legislative body adjourns meeting to a time and place in the order of adjournment that is less than 5 days as long as no additional business is transacted.

Rules Governing Meetings



- EMERGENCY MEETINGS - Agenda Requirements:
 - Requires severe impairment to public health and safety.
 - Absent a “dire emergency,” at least one hour prior to the meeting, telephonic notice to media organizations.
 - If a dire emergency, notice given when members of the body are notified.
 - Closed session in emergency meetings require 2/3 vote

Rules Governing Meetings



- Distribution of Agenda Packet to Public
- In addition to posting an agenda, a local agency must also make the agenda packet available to the public when the materials are distributed to all or a majority of the legislative body, whichever is first.
- If sent to body, make it available
- Agencies that have a website must either post a link on the homepage that pulls up the agenda directly or post a link that then takes the user to another webpage containing the agenda. In both cases, the links cannot be in a drop-down menu.

Location of Meeting and Field Trips

- Location must be within the agency's jurisdictional boundaries
- Exceptions (meeting must still be open and noticed) –
 - Comply with state or federal law
 - Attend a judicial or administrative proceeding
 - Inspect real or personal property located outside the jurisdiction
 - Participate in multiagency meetings so long as the meeting is in the territory or one of the agencies

Location of Meeting and Field Trip (continued)



- To meet in a nearby facility if the agency does not have a facility within the jurisdiction.
- Meet with federal or state officials to discuss regulatory or legislative issues affecting the agency
- Meet with legal counsel for pending litigation closed sessions if doing so reduces legal costs.
- Flood, fire, earthquake make usual place unsafe, presiding officer can designate another meeting place.

Rules Governing Meetings

- The Public's Right to Comment
 - At every regular meeting, members of the public have the right to directly address the body on any item of public interest if that item is under the jurisdiction of the body.
 - For agenda items, the public must be given an opportunity to comment before or during the body's consideration of the item.
 - At special and emergency meetings, members of the public have the right to address the body about any item that is listed on the agenda.



Willful Interruptions and SB 1100



- Became effective January 1, 2023
- If member of public is disruptive, governing body must warn them that the behavior is disruptive and failure to stop will result in removal
- Disruptive behavior defined: ***actually disrupts***, disturbs, impedes, or renders infeasible the orderly conduct of the meeting,” including but not limited to, behavior that,
 - (1) violates one of the governing body’s regulations addressing the conduct of open meetings, or
 - (2) a reasonable observer would perceive as a threat to use force by that member of the public (no warning necessary for “true threat of force”)

- Meeting Management is Key
 - Avoid fanning flames or going back and forth (often what these commenters want)
 - Use recess as tool to lower temperature in the room

Rules Governing Meetings



- Public Recording of Meetings
- The public must be allowed to audio or video tape a meeting unless the agency can make a reasonable finding that the recording would constitute a persistent disruption of the proceedings
- Recordings of public meetings by the agency are public records

Rules Governing Meetings



- No action or discussion allowed for any item not listed on agenda except for:
 - Adding items by majority vote for emergency situations
 - Consideration of items continued to another meeting within 5 calendar days
 - Okay to request item be added for discussion in future meeting.
 - Brief announcements or reports on member's or staff's own activities



Teleconferencing



Teleconferencing



- Teleconferencing may be used for any meeting of the legislative body.
- All votes by roll call.
- Agendas posted at all teleconference locations and teleconference locations identified.
- Teleconference locations must be accessible to the public.
- At least a quorum must be within the boundaries of the local agency.

Brown Act – Teleconferencing

- Two Options:
 - Classic Rule
 - SB 707 New Rules
 - City Council has implemented a policy to only allow “traditional” Brown Act teleconferencing
- *Notes:*
 - Only apply to the Legislative Body

Brown Act – Teleconferencing

- **Classic Rule - Still Applicable**

- You must:
 - Give your location on the agenda
 - Post an agenda at the site
 - Allow public access to the site
 - Take rollcall vote
- You do not have to:
 - Have video
 - Allow public to teleconference

Brown Act – SB 707 Teleconferencing



- **Teleconferencing as a Reasonable Accommodation**
 - Compliance with ADA requirements
 - Subject to the following:
 - Member must participate through both audio and visual technology, unless a physical condition related to their disability results in a need to participate without video
 - Before any action is taken, the member must disclose whether anyone 18 or older is in the room with them and the general nature of their relationship to that person.
 - Treated like in-person participation, including for quorum purposes, and other teleconferencing requirements under the Brown Act **do not apply**.



Remedies/Cure



Remedies for Violations

- Any interested person, including the district attorney, may seek to invalidate certain actions of a legislative body on the ground that they violate the Brown Act. Violations of the Brown Act, however, cannot be invalidated if they involve the following types of actions:
 - Those taken in substantial compliance with the law.
 - Those involving the sale or issuance of notes, bonds or other indebtedness, or any related contracts or agreements;
 - Those creating a contractual obligation, including a contract awarded by competitive bid for other than compensation for professional services, upon which a party has in good faith relied to its detriment;
 - Those connected with the collection of any tax; or
 - Those in which the complaining party had actual notice at least 72 hours prior to the regular meeting or 24 hours prior to the special meeting, as the case may be, at which the action is taken.

Brown Act Cure

- The remedy is available to “[t]he district attorney or any interested person” who must first mail or fax a “cease and desist letter” “to the clerk of secretary of the legislative body being accused of the violation” “clearly describing the past action of the legislative body and nature of the alleged violation.”
- Such a demand must be made within nine months of an alleged violation.
- The legislative body has 30 days to respond to a cease-and-desist letter although a later response may still obviate subsequent suit, but will oblige the agency for the plaintiff’s attorneys’ fees and costs.
- Such a response may be “an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate this chapter” in substantially the form specified in section 54960.2, subdivision (c)(1)
- Such an unconditional commitment “shall be approved by the legislative body in open session at a regular or special meeting as a separate item of business, and not on its consent agenda.”



Recent Changes



SB 707 - Miscellaneous Updates – January 1, 2026



- Social media restrictions – removal of sunsets
- Providing copies of Brown Act
 - Electronic copies may be sufficient; recommend providing option for print version
- No special meetings on *legislative body's* salary or benefits
 - Builds on existing provision for local agency executives
- Removal of disruptive virtual attendees
- Other minor updates/clarifications



AIRPORT COMMISSION STAFF REPORT

DATE: January 21, 2026

SUBJECT: RECOMMEND PROFESSIONAL SERVICES AGREEMENT NO. 25Q465
WITH ACCENTURE INFRASTRUCTURE AND CAPITAL PROJECTS, LLC
FOR AIRPORT PROGRAM MANAGEMENT AND ADVISORY
CONSULTING SERVICES FOR THE AIRPORT

FROM: Harry Barrett Jr., Executive Director of Aviation

BY: Department of Aviation

SUMMARY:

This action will recommend to the City Council the award of professional services agreements with Accenture Infrastructure and Capital Projects, LLC for Airport Program Management and Advisory Consulting Services for an amount not to exceed \$6,000,000 for the Palm Springs International Airport (Airport).

RECOMMENDATION:

This action will recommend to the City Council the approval of Professional Services Agreement No. 25Q465 (**Attachment A**) with Accenture Infrastructure and Capital Projects, LLC for Airport Program Management and Advisory Consulting Services for the Palm Springs International Airport for an amount not to exceed \$6,000,000 for an initial three-year term commencing on January 29, 2026, and continuing through January 28, 2029, with two one-year extension options at the City's sole discretion.

BACKGROUND:

The Airport is a small hub airport serving roughly 3.2 million annual passengers in 2024 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
- 10 commercial airlines nonstop to 32 North American airports, one-stop to 300+ global cities

The Airport is completing a comprehensive Master Plan process which anticipates nearly \$2.2 billion in capital improvements over the next 5-20 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, 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 Qualifications No. 21-25 (RFQ) to find a firm for the needed services. The RFQ was advertised in the local newspaper, published on the PlanetBids website with notification to 430 registered vendors, and 366 vendors through Bid Broadcast. This extended outreach resulted in 26 attendees at the Pre-Qualification Conference on October 14, 2025, and the submission of 6 Statements of Qualifications (SOQs) for Airport Program Management and Advisory Consulting Services for the Airport.

The following firms submitted SOQs for consideration by the November 3, 2025, deadline.

- 3D Built – Los Angeles, CA
- Accenture Infrastructure and Capital Projects, LLC – Palm Desert, CA

- Hill International, Inc., - Irvine, CA
- M2P Consulting, Inc., - New York, NY
- Paslay Management Group, LLC – Fort Worth, TX – Non-Responsive
- STV Construction, Inc. – 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, the Airport's on-call planning firm that assisted with preparing the scope of work for this agreement, reviewed and scored the statements of qualifications received against published criteria in the RFQ. Criteria included the firm's experience, the staff experience, the understanding of the scope of work, and references of similar projects. Based on the review of the statements of qualifications, interview and scoring, the evaluation committee recommended that the City enter into financial negotiations with the highest scoring firm. Accenture Infrastructure and Capital Projects, LLC was ranked the highest by the evaluation team. Staff were successful throughout the financial negotiation process and estimates a cost savings of \$183,306.53 through the hourly rates secured and is recommending award of the contract.

After reviewing the hourly rates submitted by Accenture Infrastructure and Capital Projects, LLC and the projected costs of the ten projects included in the Airport's Planned and Ongoing Projects for 2026–2030 (**Attachment B**), staff determined that a contract amount not to exceed \$6,000,000 would be required to sufficiently fund the three-year contract.

Accenture has been providing professional Airport Program Management and Advisory Consulting Services to over 25 small, medium, and large hub airports throughout the United States since 2005. Among these, there are the following airports:

Des Moines International Airport (DSM) / Project Value: \$580 Million / Project Dates: 2021 – Present

Des Moines International Airport is a small hub airport experiencing passenger volumes beyond original forecasts and has launched a \$580 million program to replace its aging terminal infrastructure, modernize facilities, and expand capacity to meet future demand.

Sacramento International Airport (SMF) / Project Value: \$1.3 Billion / Project Dates: 2019 – Present

Sacramento International Airport has experienced rapid growth that is outpacing airside and landside capacity. In response, SMF is expanding and modernizing its facilities, including gate expansions, an expanded baggage system, a pedestrian bridge, Consolidated Rental Car Facilities, and a new parking garage.

Orlando International Airport (MCO) & Orlando Executive Airport / Project Value: \$5 Billion / Project Dates: 2002 – Present

The Orlando International Airport and Orlando Executive Airport required compliance support for its Capital Improvement Program to ensure conformance with internal standards and Federal Aviation Administration and Transportation Security Administration regulations, while securing and properly administering all available external funding. Projects have included new airside and landside terminals, rehabilitation and expansion of existing facilities, construction of a new intermodal station, parking facilities, Consolidated Rental Car Facilities, roadways, and infrastructure.

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 D**), 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 Accenture Infrastructure and Capital Projects, LLC's work is complementary rather than duplicative.

ALIGNMENT WITH STRATEGIC PLANNING:

Approval of this action supports the City of Palm Springs' Strategic Plan Broad Goals of Infrastructure and Facilities and Economic Development, and it also supports the Airport's 2025-2029 Strategic Plan's Strategic Priorities for Infrastructure.

FISCAL IMPACT:

Funding of \$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.

The estimated fees for Airport Program Management and Advisory Consulting Services are included within the budgets for each of the projects listed in the Airport's Planned and Ongoing Projects for 2026–2030 (**Attachment B**) in the Department of Aviation Airport Capital Projects Account 4167065-80000.

If 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 4157020-40105. Sufficient funds will be budgeted for Fiscal Years 2027-28, 2028-29, and 2029-30.

ATTACHMENTS:

- A. Professional Services Agreement No. 25Q465
- B. Airport's Planned and Ongoing Projects 2026 - 2030

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT NO. 25Q465



PROFESSIONAL SERVICES AGREEMENT 25Q465

AIRPORT PROGRAM MANAGEMENT AND ADVISORY CONSULTING SERVICES

This Professional Services Agreement ("Agreement") is entered into this 29th day of January 2026 ("Effective Date"), by and between the City of Palm Springs, a California charter city and municipal corporation, ("City") and Accenture Infrastructure and Capital Projects, LLC, a Limited Liability Company in California, ("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, for 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.

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 Qualifications; and (4) the Consultant's signed, original statement of qualifications submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Qualifications 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 Qualifications; (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. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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 **Six Million Dollars (\$6,000,000)** ("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 three years, commencing on the Effective Date, and ending on January 28, 2029, unless extended by mutual written agreement of the Parties. The Parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the Parties do so in writing prior to the expiration of the original term of the then-current Option Period. However, the term shall not exceed five years from the Effective Date, with two one-year options to extend, except as otherwise provided in the Schedule of Performance described in Section 3.4 below.

3.2 Termination Prior to Expiration of Term. The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to 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: Catherine Cronin, Managing Director - Aviation. 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.** Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

☒ required

☐ is not required;

(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 7.05.02, 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:

Accenture Infrastructure and Capital Projects, LLC

Attention: Catherine Cronin
500 W. Madison St.
Chicago, IL 60661
Telephone: (908) 868-9986

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 ACCENTURE INFRASTRUCTURE AND CAPITAL
PROJECTS, 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 – up to \$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

1.1. Background:

- A. Palm Springs International Airport (PSP) is seeking professional Airport Program Management and Advisory (PM&A) consulting services to ensure the success of PSP's \$2.2 billion (estimated) large capital program. The work is expected to include program strategy and management services, program scheduling, oversight and budget control, document controls design management, preconstruction facilitation, project management, advisory services and, if needed, oversight of a Program Management/Construction Management Team responsible for key projects. This engagement will ensure efficient and effective project delivery, regulatory compliance, stakeholder coordination, and strategic alignment with PSP's long-term growth objectives.
- B. Owned and operated by the City of Palm Springs, California, PSP is a small hub airport serving roughly 3.3 million annual passengers and supports nine resort cities in the Coachella Valley in Southern California. With 980 acres, PSP is located in the heart of the City of Palm Springs. The complex consists of a Wexler designed terminal building listed on as a Class 1 asset on the National Register of Historic Places, which feeds two open-air concourses with a total of 18 gates. PSP has two parallel runways; 13R/31L is a 10,000-foot runway that serves commercial traffic, while 13L/31R is a 5,100-foot runway serving light general aviation aircraft. PSP has 13 tenant airlines serving over 40 non-stop destinations across the U.S. and from pre-clearance cities in Canada.
- C. PSP is completing a comprehensive Master Plan process which contemplates nearly \$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 include expansion of the main terminal and a north concourse expansion (deemed Phase 1) which would add seven (7) gates and an 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.
- D. Due to the potential scale, number of concurrent projects, and operational complexity, PSP 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 CIP. The consultant must demonstrate significant experience in leadership and management of airport integrated capital improvement programs that involve construction and/or rehabilitation.

1.2. Scope:

- A. Consultant shall establish an office in Palm Springs and at a minimum the project manager(s) should reside in or near Palm Springs in order to be available and

responsive to the airport for the term of the agreement. Consultant shall establish residency within 70 miles of PSP within 45 days of contract signing

B. Deliverables and Anticipated Work

1. Programming 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. Immerse 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.
- g. Organizational Advisory Services

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 apprise 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 sources.
- 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.

6. Specifications

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

7. Personnel

- a. Key staff shall be defined as:
 - i. Project Manager
 - ii. Scheduler
 - iii. Design Manager
- b. Each key staff member assembled on the proposed team shall have at least 10 years of demonstrated experience in any/all of the areas indicated: scheduling, design of architectural or civil projects, project controls, and/or contract management.
- c. Consultant shall identify and provide a detailed resume for the proposed project manager for this assignment, including full work history, special qualifications and demonstrated experience. Experience working at a commercial airport in an operational public environment on multi-phase construction projects is requested.
- d. Consultant shall identify all personnel assigned to work on the assignment through the life of the program, including key and non-key personnel.
- e. Consultant shall obtain PSP approval for key personnel changes from the PSP executive team throughout the life of the contract and newly assigned key personnel will be required to meet the above requirements.

1.3. Schedule:

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

1.4. Compensation:

Work will be compensated on an hourly rate basis in accordance with individually approved proposals resulting in the issuance of purchase orders. Contract pricing includes all labor, expenses, and incidentals to complete the work outlined in the contract scope. The Consultant may request monthly payments based on the percentage of work completed for the previous month as long as a detailed progress report is provided to support the amount requested. No additional compensation will be due by the City unless the contract is modified for additional work requested by the City.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Consultant shall be compensated on an hourly rate basis in accordance with individually approved proposals resulting in the issuance of purchase orders by project assignment for a total contract amount not to exceed \$6,000,000.

Year	Staff/ Expense	Unit	Bill Rate
1	<u>Key Staff</u>		
1	Michelle Brantly, PMP, CCM (Project Manager)	Hourly	\$ 300.00
1	Igor Cosic (Scheduler)	Hourly	\$ 225.00
1	Darryl McDonald (Design Manager)	Hourly	\$ 315.00
	<u>As Needed Support Staff</u>		
1	Catherine Cronin (PIC)	Hourly	\$ 350.00
1	Mitchell Arciaga, PMP (Project Controls)	Hourly	\$ 268.00
1	Kenny Casados (Preconstruction/Construction)	Hourly	\$ 175.00
1	Dean Fojo, PE (Funding/Compliance)	Hourly	\$ 250.00
1	Adival Magri, PhD (Design/Orat)	Hourly	\$ 237.51
1	Stephanie Sampson (Stakeholder Liaison)	Hourly	\$ 197.00
1	Cassie Krautsack (RCC SME)	Hourly	\$ 280.00
1	Dan Malloy (Terminal SME)	Hourly	\$ 350.00

The above hourly rate schedule may be adjusted (decreased or increased) once a year, on the annual anniversary of the Effective Date to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureaus of Labor Statistics for the Riverside-San Bernardino-Ontario Areas.

EXHIBIT "C"

ATTACHMENT "F"

EXECUTIVE ORDER N-6-22 CERTIFICATION

REQUESTS FOR QUALIFICATIONS (RFQ 21-25)

AIRPORT PROGRAM MANAGEMENT & ADVISORY CONSULTING SERVICES

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 Consultant hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Consultant 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 Consultant. This certification is made under the laws of the State of California.

Signature: *Catherine Cronin*

Printed Name: Catherine Cronin

Title: Managing Director

Firm Name: Accenture Infrastructure and Capital Projects, LLC

Date: 11.03.25

EXHIBIT “D”
FEDERAL AVIATION ADMINISTRATION – FEDERAL PROVISIONS

Provision Reference	Provision Description	Page No.
FAA - 01	Access to Records and Reports	2
FAA – 02	Breach of Contract Terms	3
FAA – 03	Buy American Preference *	4
FAA – 04	Civil Rights General	5
FAA – 05	Civil Rights – Title VI Assurances *	6
FAA – 06	Clean Air and Water Pollution Control	9
FAA – 07	Contract Work Hours and Safety Standards Act Requirements	10
FAA – 08	Copeland Anti-Kickback Act	12
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FAA – 10	Debarment and Suspension *	20
FAA – 11	Disadvantaged Business Enterprise *	21
FAA – 12	Distracted Driving	22
FAA – 13	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	23
FAA – 14	Drug Free Workplace Requirements (not applicable to Contractors)	24
FAA – 15	Federal Fair Labor Standards Act *	25
FAA – 16	Lobbying and Influencing Federal Employees	26
FAA – 17	Occupational Safety and Health Act of 1970	27
FAA – 18	Procurement of Recovered Materials *	28
FAA – 19	Right to Inventions	29
FAA – 20	Seismic Safety	30
FAA – 21	Tax Delinquency and Felony Convictions*	31
FAA – 22	Termination of Contract	32
FAA – 23	Trade Restriction Certification (Foreign) *	33
FAA – 24	Veteran’s Preference	35
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FAA – 26	Prohibition of Covered Unmanned Aircraft Systems (UAS)	37

*Solicitation Clause also

Updated 01.12.2026

FAA - 01Access to Records and Reports

APPLICABILITY – pertains to all contracts.

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

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

FAA – 02 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 \$350,000.

REQUIREMENT -

See Section 8.3 of the Agreement.

Reference: 2 CFR § 200 Appendix II(A)

FAA – 03 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 its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,² U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror 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.

The bidder/offeror must complete the certification statement found in Section ____ of the _____ to be considered responsive.

Reference: Title 49 USC § 50101, Executive Order 14005

FAA – 04 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, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

In addition to the above, the following clauses apply to specific contract types:

APPLICABILITY – required for all General Contract Agreements:

REQUIREMENT -

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

APPLICABILITY – Lease Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

Reference: 49 USC § 47123

FAA – 05 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 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

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 including amendments thereto.
- 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 – 06 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 – 07 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); 29 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

FAA – 08 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 – 09 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 <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> 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.

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

1. 1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. 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 – 11 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 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.

FAA – 12 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 \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Reference: Executive Order 13513, DOT Order 3902.10

**FAA – 13 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 – 14 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 – 15 Federal Fair Labor Standards Act

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

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

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

REQUIREMENT -

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

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

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

FAA – 16 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 – 17 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 – 18 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 – 19 Right 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 - 20 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 -

A20.3.1 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.

A20.3.2 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 – 21 Tax Delinquency and Felony Conviction

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

REQUIREMENT -

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

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 – 22 Termination of Contract

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

REQUIREMENT -

See Section 3.2 of the Agreement.

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

FAA – 23 Trade Restriction Certification

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 – 24 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 – 25 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)

FAA – 26 Prohibition of Covered Unmanned Aircraft Systems (UAS)

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

REQUIREMENT -

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

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

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

The term “Covered UAS” means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

- (a) The People’s Republic of China.
- (b) The Russian Federation.
- (c) The Islamic Republic of Iran.
- (d) The Democratic People’s Republic of Korea.
- (e) The Bolivarian Republic of Venezuela.
- (f) The Republic of Cuba.
- (g) Any other country the Secretary determines necessary.

Reference: FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936

49 U.S.C. § 44801 note

ATTACHMENT B

AIRPORT'S PLANNED & ONGOING PROJECTS

2026 - 2030

Airport's Planned and Ongoing Projects 2026 - 2030

[illegible]

Infrastructure & Capital Projects

US Airports

Our Infrastructure and Capital Projects (I&CP), LLC team



5000+

Skilled Capital Projects
Practitioners Globally



1000+

Project Management / Controls
Experienced Professionals



120+

Global clients



Recognition of Excellence



"#6 on ENR's Top 50 Program Management Firm"

"#7 on ENR's Top 100 Professional Service Firm"

"#7 on ENR's Top 100 Construction Management Firm"

*"Best Management
Consulting Firm"*

Forbes

*"Leader in Energy Transition and
New Utilities Business Models,
2024"*



Members



Our Acquisitions



Our Ecosystem Partners



Our I&CP, LLC Airports team

\$20B +

National Aviation Capital
Program Portfolio

25 +

Airports & Authorities Served

For over 20 years, we have specialized in providing financial and project management oversight services to airport clients across the United States.

100+

projects delivered, on time
and under budget

800+

Industry practitioners
globally

>\$15bn

Airport development
programs delivered

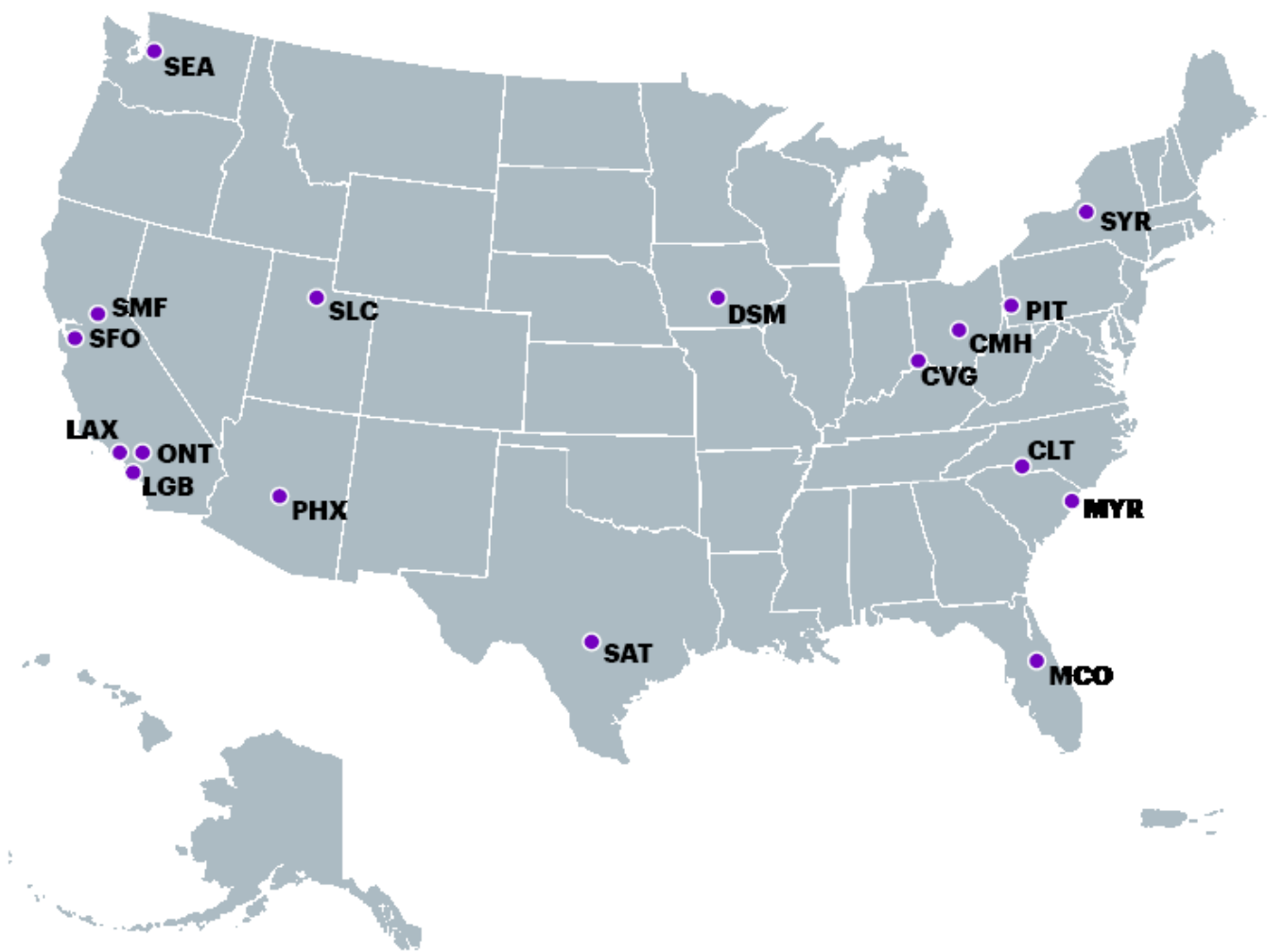
Our team is comprised of former airport owners, contractors, designers, and project/construction management professionals with a mix of both national and local aviation experience.

We bring a clear vision from the owner's perspective of the day-to-day issues of running an airport.

Led by Aviation veterans, we are Funding and Capital Delivery experts who help our clients' visions become a reality.



We've Managed 25+ Small, Medium and Large Hub Airport Programs from \$12M to \$5B with lean teams led by industry experts



Airport	Program Value
CLT	\$3.5B
LAX	\$14B
MCO	\$5B
PHX	\$2.7B
SLC	\$5.1B
SFO	\$11B
CMH	\$139M
CVG	\$202M
ONT	\$200M
PIT	\$1.7B
SAT	\$1.5B
SMF	\$1.3B
SNA	\$12M
DSM	\$750M
LGB	\$100M
MYR	\$130M
SYR	\$82M



We Provide End to End Capital Project Delivery

**Program
Development**

Finance

**Commercial
Business**

Implementation

Readiness

Risk

Compliance

➤ Strategic Advisory

- Organizational Readiness to Implement
- Operating Models & Governance
- Budget and Plan of Finance Development

➤ Executive Project Management

- Project Delivery Methods and Procedures
- Funding & Compliance
- Program Phasing and Risk Management
- Project Execution Oversight

➤ Traditional PM/CM

- Owner's Representative / PM
- Design Management
- Construction Management
- Program Controls and Project Management Information Systems

Our Approach to Supporting PSP's Iconic Airport



Assess **organizational readiness** to undertake program and plan for organizational change management

Review PSP's **governance and controls** for projects and revise/create if needed and develop reporting

Develop **program definition** by aligning the CIP, Master Plan, and Strategic Vision, rationalizing projects budgets and schedules

Assess funding needs, timing and available sources and provide **funding plan**

Define **delivery organization structure**

Develop **delivery plan** and overall master schedule for the composite of projects in the CIP.

Provide **program execution** oversight resulting in on time, on budget delivery while ensuring compliance with all funding and regulatory requirements and ensuring stakeholder satisfaction.

Learn

- Stakeholder engagement & onboarding
- Information gathering
- Review project definitions, budgets, and finance plans
- Understand CIP, Master Plan, and Strategic Vision

Link

- Program governance and organization assessment
- Rationalize project scopes, budgets, and schedules
- Analyze funding gaps & draft phasing plan
- Support ongoing projects & regulatory planning

Launch

- Conduct program risk assessment
- Recommend governance plan
- Validate CIP inputs
- Agree on controls framework
- Draft Execution Plan (schedule, budget, procurement, etc.)

Outcome: Program Management Plan defining how the program will be governed, executed and monitored to achieve maximum benefits

Thank You



Catherine Cronin

US Airports
Managing
Director

**PSP Principal In
Charge**



**Michelle
Brantley**

Senior Director
Airports

**PSP Project
Manager**



AIRPORT COMMISSION STAFF REPORT

DATE: JANUARY 21, 2026

SUBJECT: RECEIVE AND FILE UPDATE ON THE ACQUISITION OF REAL PROPERTY LOCATED AT 550 PASEO DOROTEA FOR PALM SPRINGS INTERNATIONAL AIRPORT ADMINISTRATIVE OFFICES

FROM: Victoria Carpenter, Assistant Airport Director on behalf of Harry Barrett Jr., Executive Director

BY: Department of Aviation

SUMMARY:

This report provides the Airport Commission with an update on the City Council-authorized acquisition of real property located at 550 Paseo Dorotea, Palm Springs, California (Property), for use as the Palm Springs International Airport (Airport) Administrative Offices.

RECOMMENDATION:

Receive and file this informational report regarding the acquisition of real property located at 550 Paseo Dorotea, Palm Springs, CA 92262 for Palm Springs International Airport administrative staffing needs.

BACKGROUND:

Palm Springs International Airport administrative staff, consisting of approximately 20 employees, currently occupies office space on the second floor of the terminal on the non-secured side. As Airport operations continue to expand, the administrative team has outgrown this location. Additionally, utilizing prime terminal real estate for back-office functions limits opportunities for revenue-generating and passenger-serving uses.

On September 16, 2025, the Airport Commission recommended utilizing Measure D Aviation Fuel Tax funds (\$1,338,188) and Airport Fund Balance (\$411,812) for the acquisition of off-site administrative office space. Subsequently, the City Council

authorized staff during a closed session to negotiate and execute a Purchase and Sale Agreement (PSA) with Paseo Dorotea Management, LLC for the Property.

The Property is a single-story, Class B office building constructed in 2007. The building consists of 9,444 square feet on a 1.26-acre lot within the Desert Springs Professional Office Park (**Attachment 1**). The property is zoned P (Professional), which permits office uses, and is located approximately 0.4 miles from the Airport terminal. The property includes 20 parking spaces (4 spaces per 1,000 SF). The property is located east of Paseo Dorotea and north of Camino, as depicted on **Figure 1, 2 and 3**.

An independent appraisal of the property was completed on November 21, 2025. The appraised value of the property is \$1,950,000. The negotiated purchase price of \$1,750,000 represents a savings of \$200,000, or approximately 10.3% below the appraised value, demonstrating favorable acquisition terms for the City.

Figure 1 - Parcel Map – Sheet 1 of 2

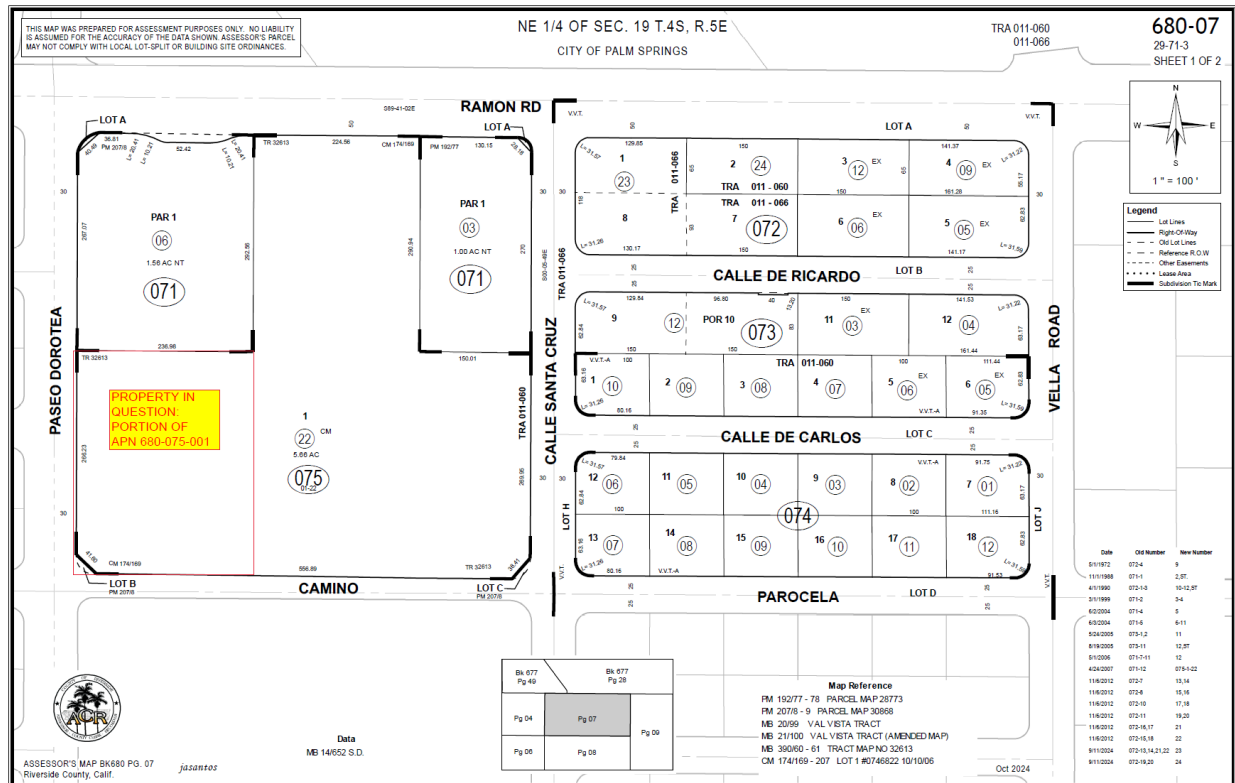


Figure 2 -Parcel Map – Sheet 2 of 2

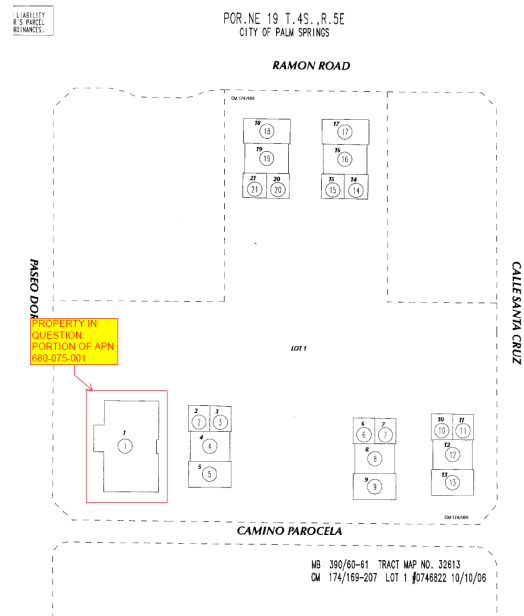
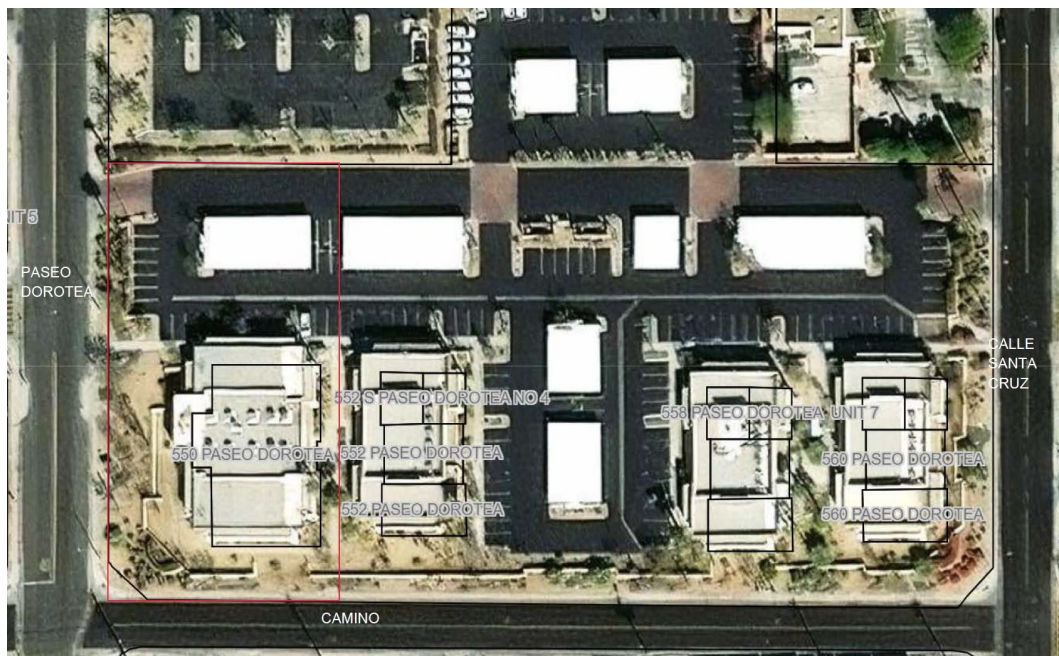


Figure 3 -Aerial



STAFF ANALYSIS:

Prior to identifying the subject property, staff evaluated three options for addressing the administrative space needs, improving the traveler experience at the Airport, and generating additional revenue.

Option 1. Building new construction on Airport property was considered but dismissed due to limited available land within the terminal area, the 18-24 month construction timeline, and estimated construction costs of \$350-\$450 per square foot (approximately \$3.3 to \$4.2 million for comparable space).

Option 2. Leasing office space in the vicinity was also evaluated; current market lease rates for Class B office space in Palm Springs range from \$24 to \$30 per square foot annually on a triple-net basis. A 10-year lease for 9,444 square feet at \$27 per square foot would cost approximately \$2.55 million in base rent alone, not including annual escalations and cost of tenant improvements.

Option 3. Ownership provides long-term cost stability, asset appreciation, and the flexibility to modify the space to meet Airport-specific needs including the Emergency Operations Center (EOC) function. Ownership of an existing building would address immediate space needs and at a cost within the Airport's budget.

In addition to the Property being acquired, staff evaluated three other properties within a four-mile radius of the Airport. The first property is 4201 E. Ramon Road listed at \$3.275 million for 13,100 square feet (\$250/SF). This is the former Social Security Administration offices. The second property is 1801 East Tahquitz Canyon Way listed at \$2.850 million for 8,968 square feet (\$317.80/SF). The third property is 32475 Date Palm Drive in Cathedral City at \$1.474 million for 6,560 square feet (\$224.70/SF) however it is 4 miles away from the Airport. The property at 550 Paseo Dorotea offered the best combination of size, condition, proximity, price, and parking availability.

In the Purchase Sale Agreement, the Airport is entitled to conduct a comprehensive Due Diligence Investigation during the 60-day Due Diligence Period at no cost to the Seller. The investigation may include the following components; physical inspection, soil & geological tests, engineering evaluation, governmental review, financial verification, title condition review, building inspection and environmental assessment.

The Seller is required to deliver Preliminary Documents within five (5) business days of the Effective Date, including the Preliminary Title Report, soils reports, engineering reports, licenses and permits, inspection reports, and HOA documents. The Airport must approve or disapprove the Due Diligence Investigation results by the expiration of the Due Diligence Period.

Relocating administrative staff to the Property will vacate approximately 4,000 square feet of leasable space on the terminal's second floor, excluding a recently renovated conference room. This strategic relocation creates opportunities to repurpose the existing administrative space for revenue-generating and passenger-serving uses. Options under consideration include a common use passenger lounge, concessions, airline tenant

offices, USO facilities, or other traveler and public amenities. The Airport has engaged InterVistas as planning consultants to analyze repurposing options for the vacated terminal space, (**Attachment 2**).

Off-site administrative buildings are standard practice at comparable airports. Benchmarking analysis indicates administrative offices at San Diego International Airport are located 0.4 miles from the terminal, Kansas City International Airport at 0.7 miles, Portland International Airport at 1.0 mile, and Philadelphia International Airport at 1.2 miles.

To maintain operational effectiveness between the new administrative office and the terminal, staff has identified the following modes of transportation:

Table 1: Modes of Transportation

Mode	Description	Distance/Time
Airport Administration Vehicles	Four (4) Jeep Cherokees dedicated to administrative staff for travel between office and terminal	0.4 miles / ~2 minutes
Bicycle	Bicycle-friendly route available for staff who prefer cycling	0.4 miles / ~3 minutes
Personal Vehicle	Staff may drive personal vehicles and park at terminal employee lot as needed	0.4 miles / ~2 minutes

To support administrative connectivity with the terminal, the Airport intends to purchase three (3) new Jeep Cherokee administration vehicles, in addition to the one (1) existing administration vehicle currently in the fleet. This will provide a total of four (4) dedicated administration vehicles to facilitate staff transportation between the administrative office and terminal as operational needs require.

Following the close of escrow, staff anticipates the following timeline for tenant improvements, infrastructure preparation, and move-in:

Table 2: Implementation Timeline

Phase	Activity	Estimated Timeframe
Phase 1	Close of Escrow	Q1 2026
Phase 2	Tenant Improvement Design and Permitting	Q1 – Q2 2026
Phase 3	IT Infrastructure Installation (Network, Data, Phone Systems)	Q2 2026
Phase 5	Furniture, Fixtures, and Equipment Installation	Q2 – Q3 2026
Phase 6	Staff Move-In and Transition	Q2 – Q4 2026
Phase 7	Full Operational Status at New Location	Q4 2026

Staff will coordinate with the City’s Information Technology (IT) Department to ensure seamless data connectivity and network infrastructure at the new administrative office. Key IT considerations include, network connectivity, data infrastructure, phone system, server access, workstation setup, cybersecurity, and backup systems.

Relocating administrative operations to an off-site facility will require amendments to existing service contracts and establishment of new service agreements. Staff will return to City Council with contract amendments and new agreements as needed for the following services; janitorial services, security camera system, pest control and alarm/access control systems.

Staff has prepared an estimated operational cost comparison between the current terminal administrative space and the proposed Property. The terminal operational costs include complex airport-specific systems such as baggage claim, security screening, and specialized HVAC for large public spaces, which result in higher per-square-foot costs compared to a standalone office building.

Table 3: Operational Cost Comparison

Metric	Terminal (FY25)	550 Paseo Dorotea (Est.)
Total Square Footage	300,106 SF	9,444 SF
Annual Operational Cost	\$6,349,204.08	\$94,440 - \$113,328
Cost per Square Foot	\$21.16/SF	\$10.00 - \$12.00/SF
Includes	Baggage claim, security screening, specialized HVAC, public area maintenance, airport-specific systems	Standard office utilities, janitorial, HVAC, security, insurance, maintenance

The estimated annual operational cost for the Property is approximately \$94,440 to \$113,328, based on industry benchmarks for Class B office buildings in Southern California. The annual operations and maintenance will be allocated to the airport fund 415 operational expenses. This represents a significantly lower cost per square foot compared to terminal operations, as the administrative office does not require the specialized systems and security infrastructure inherent to airport terminal facilities.

In addition to operational costs, the Property is located in the Desert Springs Professional Office Park. Since this office park is maintained by a management company, the monthly HOA fees are estimated to be approximately \$4471.66 per month or \$55,803 per year.

Airport staff will be taking the Purchase and Sale Agreement to City Council on February 11, 2026.

This initiative aligns with the City Council’s Broad Goal of Economic Development and the Airport’s Strategic Plan Priority 2 – Goal 2: Deliver an Unforgettable Guest Experience.

FISCAL IMPACT:

The total acquisition cost of \$1,750,000 is funded through the following sources, as recommended by the Airport Commission on September 16, 2025:

Table 5: Funding Sources

Funding Source	Amount
Measure D Aviation Fuel Tax Fund	\$1,338,188
Airport Fund Balance	\$411,812
Total Acquisition Cost	\$1,750,000

Additional appropriations for transaction costs, tenant improvements, IT infrastructure, vehicle procurement (three Jeep Cherokees), and contract amendments will be determined upon completion of due diligence and buildout planning. These items will be presented to the Airport Commission and City Council for approval as part of future budget actions.

Future revenue opportunities from repurposing the vacated terminal space will be presented to the Airport Commission and City Council following completion of the InterVistas analysis.

ATTACHMENTS:

- A. **Attachment 1** - Property Photo Documentation
- B. **Attachment 2** –PowerPoint Presentation from InterVISTAS – Repurpose Existing Administrative Space Considerations – September 18, 2025

Property Photo Documentation

550 S. Paseo Dorotea

Palm Springs, CA

Exterior Views



Front Exterior - Street View



Front Exterior - Parking Area



Main Entrance

Reception & Lobby



Main Reception Area - Front View



Reception Area - Lobby View

Conference Room



Conference Room



Conference Room - Entry View

Open Office Areas



Main Open Office Area



Cubicle Work Area



Open Office - Hallway View



Administrative Work Area



Front Office Area with Entry

Private Offices



Corner Office



Office with Multi-Monitor Workstation

Corridors & Common Areas



Interior Corridor View



Main Hallway with Restrooms

Support Spaces



Break Room / Kitchen



Supply Room



Storage Area



Restroom Facilities



Palm Springs International Airport

Repurpose Existing Administrative Space Considerations

September 18, 2025

InterVISTAS

Existing Floor Plan



Planning Parameters & Assumptions

- + The space is located on second floor of the terminal on the non-secured side
- + Approximately 4,000 SF is leasable, including the recently renovated conference room (*to be confirmed*)
- + Conversion to a secured space is feasible but would require additional capital investment
- + Options for the space examined include airline offices, passenger lounge, concessions, USO facilities, and other passenger amenities

USO Lounge

- + Existing USO lease is for 4,000 square feet of hangar and office space and eight assigned parking spaces
- + Lease is for one year (through March 31, 2026) with two one-year extensions
- + Leases are normally at the token amount of \$1 per year. This same practice was applied at PSP since inception almost two decades ago
- + The City's future plan for the USO is included in the Airport Master Plan. When the new car rental expansion is completed, the USO will be relocated into the terminal. A USO phasing and transition plan will be completed during the design process for the Rental Car Facility.
- + Supports City Council's Broad Goal of Economic Development, as well as the Airport's Strategic Plan Priority 2 – Goal 2: Deliver an Unforgettable Guest Experience
- + Does not provide additional revenue but solves for an upcoming need and serves a community need
- + Space can remain on the public side, allowing for existing vertical circulation to be maintained

Source: https://destinyhosted.com/palmsdocs/2025/CC/20250611_1626/5622%5F1O%5FOCR.pdf

Common Use Lounge

- + Could be remain on the public or retrofitted to be accessed on the secured side
 - Requires modifications to provide sterile vertical circulation, including elevator
- + Conveniently located after SSCP with access to both concourses
- + Similar sized common use lounges exist at other airports under different operating structures:
 - The Club Lounge in SJC is 3,977 SF and accommodates 88 visitors (operated by Airport Dimensions, a subsidiary of the Collinson Group, which also owns the Priority Pass program)
 - The Aspire | Air Canada Café at YTZ is 4,000+ SF with 133 seats (operated by Swissport in collaboration with Air Canada)
 - Escape Lounge (Centurion Studio Partner) in SMF Terminal B is 2,121 SF and in OAK is 2,700 SF (operated by CAVU)
- + Themed spaces are also being developed at airports
 - Golf DEN – golf simulators, comfy lounge chairs and a cool beverage and snack
 - PGA MSP Lounge – simulators, PGA Instruction, putting green and a full-service lounge
- + Lease structure
 - OMA common use lounge concession (5,977 SF) – Initial MAG \$225,000 or % rent based on % fees
 - SFO Terminal 1 The Club – Initial MAG \$3,100,915.50

Source: [OAA Common Use Lounge RFP](#)

Sterile or Public Concession

- + Given recent concession refresh, are additional F&B or retail opportunities required to meet demand?
 - New airside concessions in courtyard
 - Concession option now available landside
- + Infrastructure costs/efforts to outfit space for food and beverage more substantial if a kitchen is required
- + Food and beverage space could have both sterile and public connectivity to serve dual purposes
 - Willamette Grill at EUG, operated by Tailwind

Airline/Tenant Offices

- + Allows airlines to continue to grow personnel
- + Space is already programmed for offices
- + Not contiguous to current airline offices
- + Provides a revenue source but less than commercial opportunities (\$133.04/SF)
- + Questions:
 - How do seasonal airlines lease ATO space?
 - Will the new BHS system improve or hamper the ability for offices behind the counter?

Alternatives with Less Revenue Focus

+ Innovation hub

- Not direct revenue generators but strong community and civil focus
- Examples: San Diego Airport Innovation Lab; DEN Center of Equity and Excellence in Aviation (CEEAA)

+ Community spaces / meeting rooms

- Limited revenue to reserve spaces
- Parking could be challenging when competing with passengers

+ Amenities supporting accessible travel, which are well received by the traveling public

- Sensory rooms
- Yoga rooms
- Multi-faith prayer rooms
- Mothers' rooms

Evaluation Summary

Evaluation	Airline Offices	Public Lounge Space	Sterile Lounge Space	Innovation / Community Space	Sterile Restaurant	USO Lounge
Benefits	<ul style="list-style-type: none"> Allows airlines to continue to grow personnel Space is already programmed for offices 	<ul style="list-style-type: none"> Provide a new amenity for the traveling public Can be an attracted for non-travelers 	<ul style="list-style-type: none"> Provide a new amenity for the traveling public Aligns with typical trends for lounge placement 	<ul style="list-style-type: none"> Education programs and workforce development Strong civil focus 	<ul style="list-style-type: none"> Improves the passenger experience Diversify food offerings post-security 	<ul style="list-style-type: none"> Accommodate displaced functions Provide a new amenity within the terminal
Challenges	<ul style="list-style-type: none"> Not contiguous to current airline offices Maybe oversized for current and future needs 	<ul style="list-style-type: none"> Less premium for passengers compared to a secured-side lounge Use of an airport specific lounge 	<ul style="list-style-type: none"> Would require significant capital investment Passenger cost to use the space 	<ul style="list-style-type: none"> Might conflict with core airport operations Limited revenue potential 	<ul style="list-style-type: none"> Requires kitchen infrastructure Covert space from pubic to secure 	<ul style="list-style-type: none"> Not a strong revenue generator
Capital Investment (\$-\$\$\$\$)	\$	\$\$	\$\$\$	\$	\$\$\$\$	\$\$
Annual Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Marketing, Air Service, Communications, & Guest Experience



palm springs
INTERNATIONAL AIRPORT

ITEM 7.E

Air Service

2025 is A New Record Year!



3,307,140 total passengers!

Previous record set in 2023 with
3,237,325 total passengers



Passenger Traffic



Total Passengers

Month	2024	2025	% Passenger Change	% Seat Change
November	307,519	305,185	- 0.8%	6.9%
December	338,505	313,483	- 7.4%	2.5%

Canadian Passengers

Month	2024	2025	% Passenger Change	% Seat Change
November	42,195	38,741	- 8.2%	- 10.7%
December	48,585	36,923	- 24%	- 16.0%

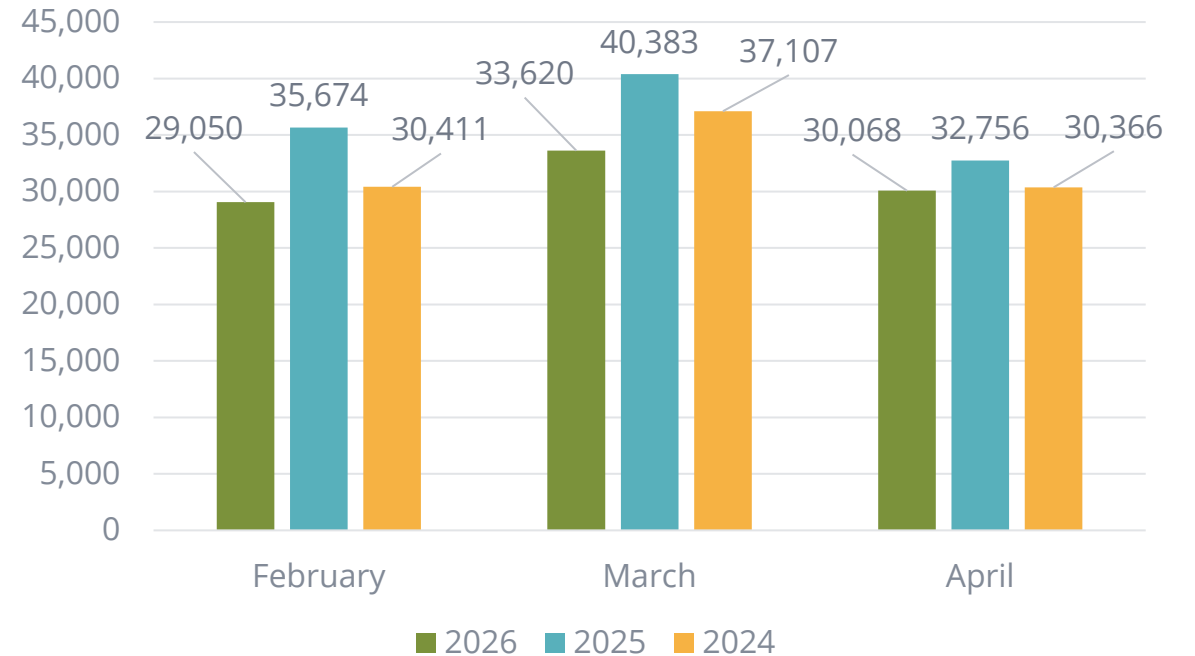
Canadian Originating Flights



Scheduled Arriving Flights

Month	% Change	Flights	Seats
February	- 11.1%	- 48	- 13,248
March	- 11.4%	- 28	- 6,763
April	- 6.5%	- 13	- 2,688

Scheduled Arriving Seats



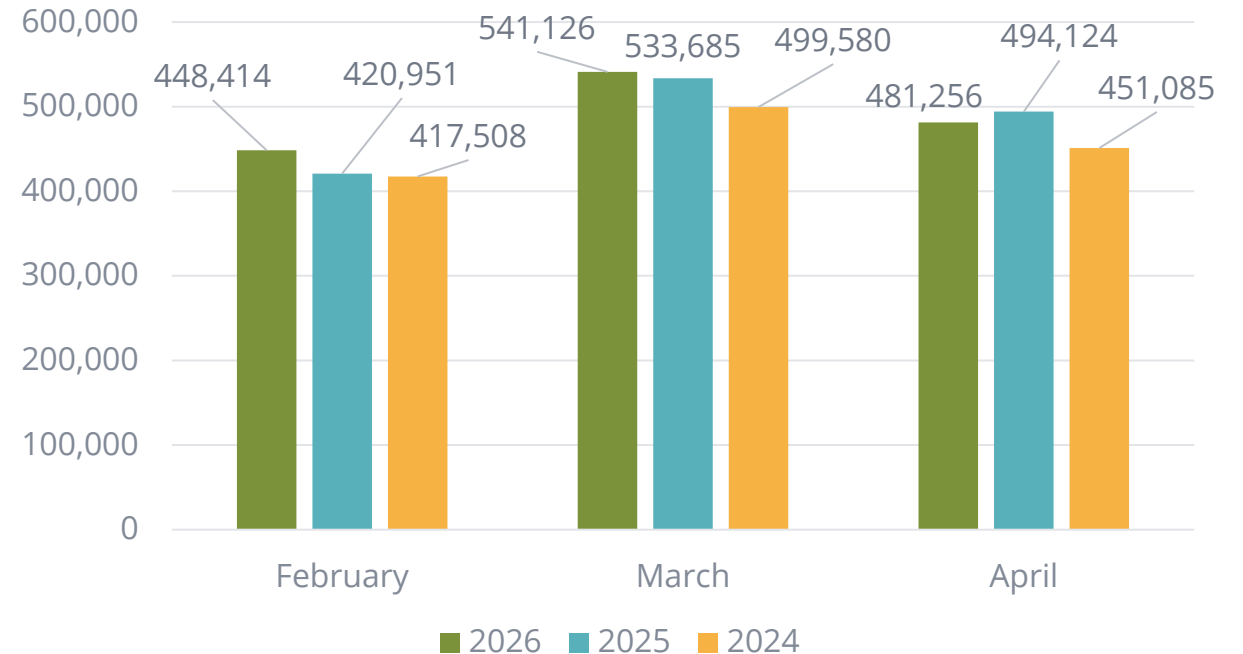
US Domestic – Total* Seats/Flights



Total* Scheduled Flights

Month	% Change	Flights	Seats
February	10.0 %	301	27,463
March	4.0 %	155	7,441
April	- 3.8%	- 144	- 12,868

Total* Scheduled Seats



*Includes departures & arrivals

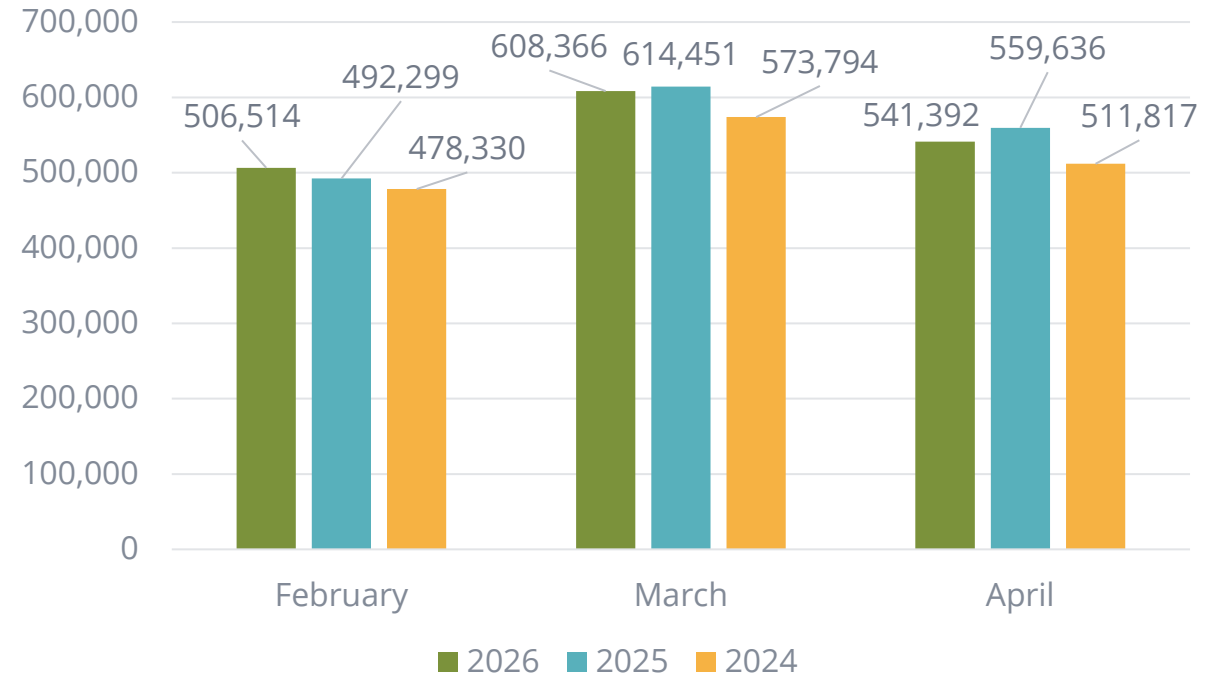
Total* Seats/Flights



Total* Seats Year-Over-Year

Month	% Change	Seats
February	2.9 %	14,215
March	- 1.0 %	- 6 085
April	- 4.1 %	- 18,244

Total* Scheduled Seats



*Includes domestic and international departures and arrivals

Seasonal End Dates



SEASONAL CALENDAR 2025-2026 Service Cessation															
Carrier	13-Jan	11-Apr	18-Apr	23-Apr	25-Apr	27-Apr	29-Apr	30-Apr	6-May	11-May	18-May	20-May	25-May	30-May	3-Jun
AA : American Airlines			CLT									ORD			
AC : Air Canada								YVR YYZ							
AS : Alaska Airlines						BOI JFK PAE				STS					
DL : Delta Air Lines					AUS				ATL JFK MSP SEA						
F9 : Frontier Airlines															
G4 : Allegiant Air											BLI				
PD : Porter Airlines		YYZ													
SY : Sun Country Airlines													MSP		
UA : United Airlines						IAD	EWR					IAH LAX ORD			
WN : Southwest Airlines														AUS	SJC
WS : WestJet					YEG YWG										

Communications

PSP Insider



- New Internal Newsletter
- PSP and Tenant Staff
- Provides information on airport projects, unscheduled events, and other information that may impact operations
- Helps to reduce the rumor mill



Guest Experience

ReCharge Bar is Complete!



Human Trafficking



- New safety & awareness campaign at PSP
- Staff trained to recognize and report concerns
- Informational materials posted
- Reinforcing a safe, informed, and welcoming airport environment



Community Engagement

Cathedral City LGBT+ Days



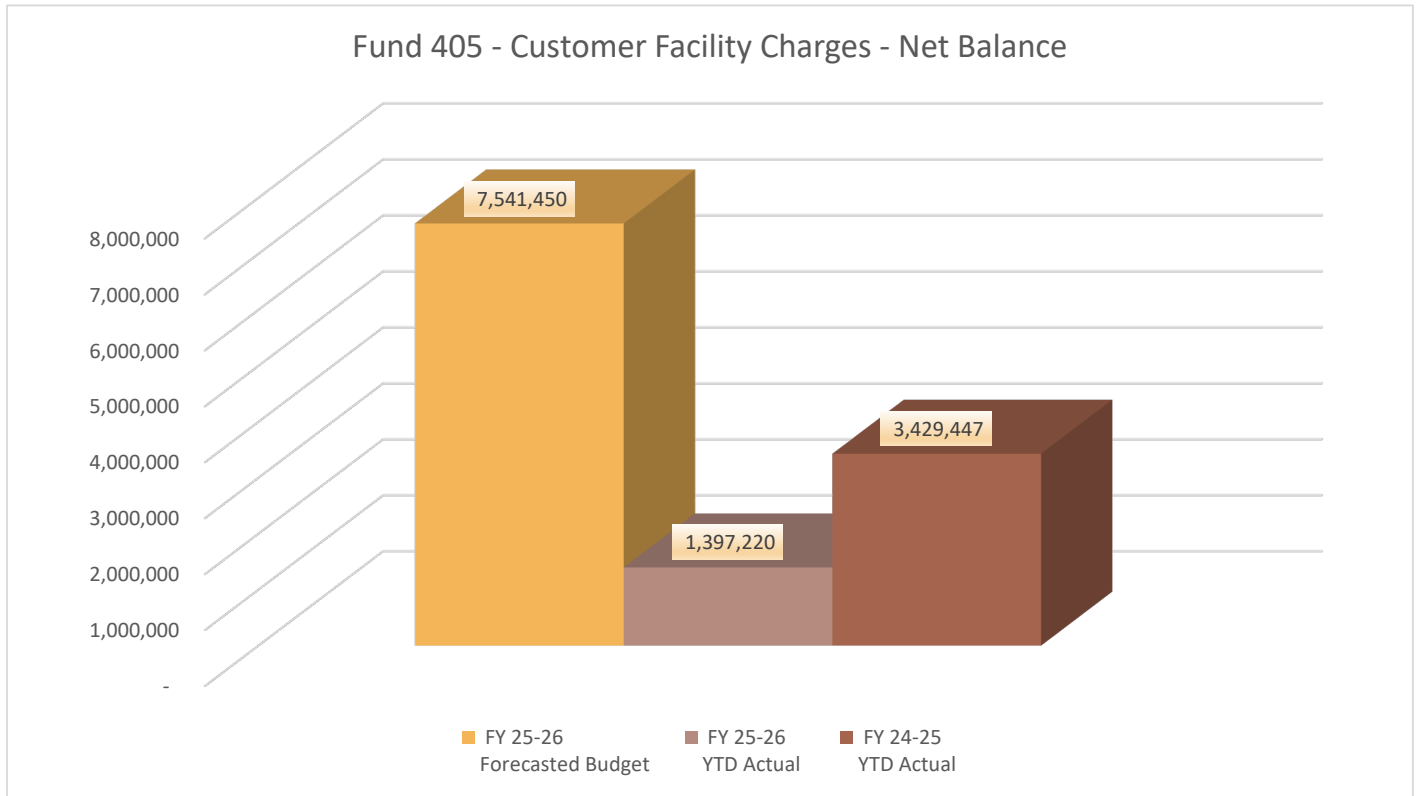
- Bronze sponsor
- First time for PSP
- March 6-8, 2026



CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT

Financial Summary
Ending December 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	1,948,536	20%	3,429,447	-43%
Operating Expenditures	2,223,681	551,316	25%	-	0%
Surplus / (Deficit)	7,541,450	1,397,220	19%	3,429,447	59%



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 \$1,948,536 represents 20% of the full year budget, reflecting seasonal nature of CFC revenues.

Revenue has decreased 43% compared to FY2025 due to Market Value Adjustment (MVA) and Quarterly Interest Income recorded until January 2026.

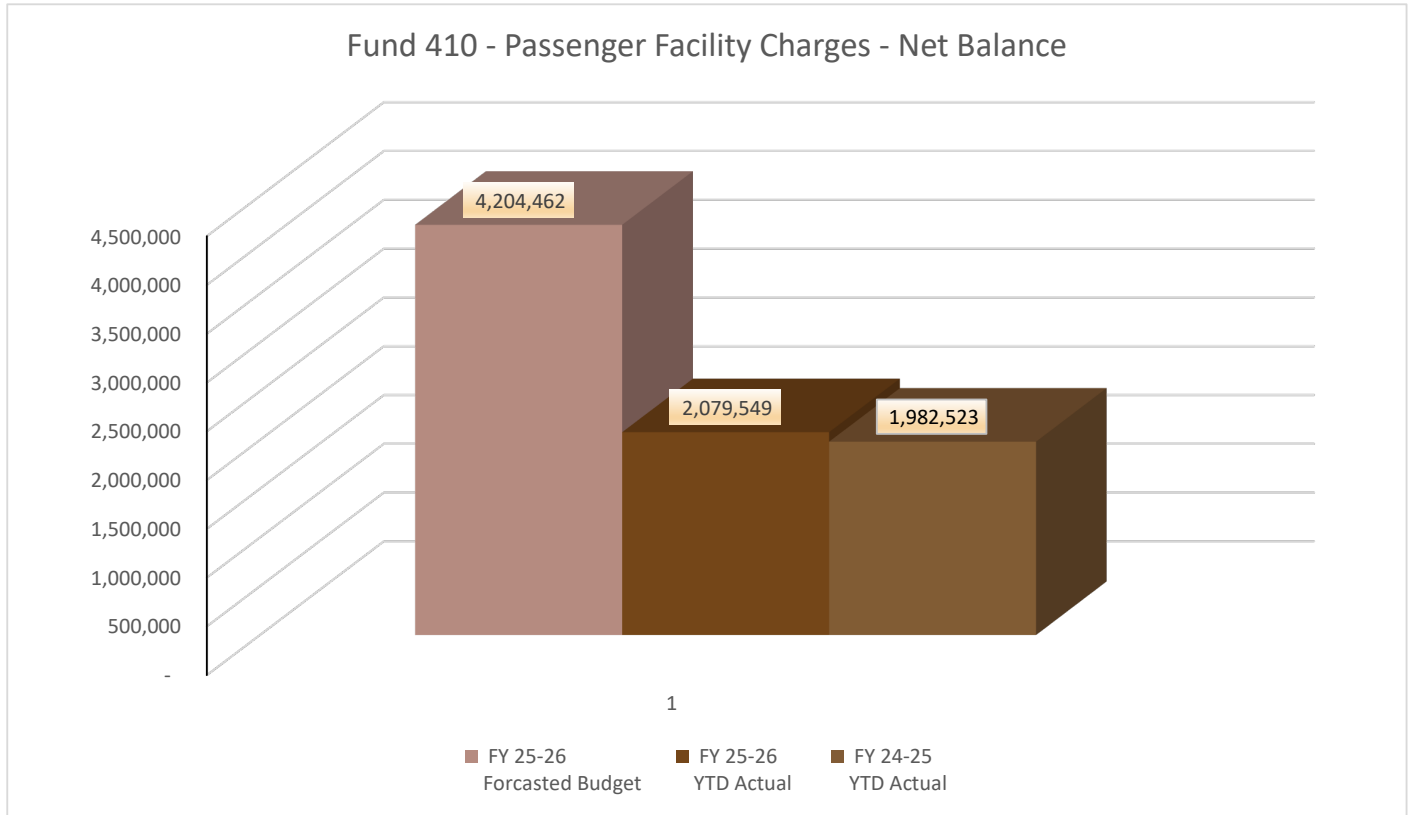
Expenditures

YTD, expenditures of \$551,316

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT

Financial Summary
Ending December 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	2,346,581	34%	2,349,068	0%
Operating Expenditures	2,619,113	267,033	10%	366,545	-27%
Surplus / (Deficit)	4,204,462	2,079,549	49%	1,982,523	5%



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 \$2,346,581 represents 34% 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.

The expense decrease for FY2026 reflects the reversal of FY2025 Loan Interest accruals.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending December 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	22,363,845	41%	21,029,444	6%
Operating Expenditures	62,667,690	27,828,770	44%	26,458,706	5%
Surplus / Deficit	(8,128,932)	(5,464,925)	67%	(5,429,262)	1%

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: Deficit for FY2026 is primarily a result of seasonal fluctuations in passenger volume, resulting in reduced concession and landing fee revenues during off-peak periods.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending December 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	2,204,984	32%	2,163,090	2%
Terminal Airline Space/Joint Use	6,851,243	4,365,561	64%	3,198,193	37%
Gate Per Use Fees	2,265,677	942,737	42%	783,440	20%
Passenger Loading Bridge Fee	580,091	291,607	50%	160,505	82%
Baggage Handling System Fees	573,558	425,850	74%	172,768	146%
Total Airline Revenues	17,265,527	8,230,739	48%	6,477,996	27%
Non-Airline Revenue					
General Aviation	527,400	127,610	24%	123,275	4%
Non-Aeronautical Ground Rental	670,980	305,765	46%	265,264	15%
Aeronautical Ground Rental	1,372,284	772,688	56%	658,233	17%
Parking	6,332,898	3,065,253	48%	2,855,265	7%
Airport Use Permits	120,000	62,578	52%	69,417	-10%
Non-Airline Terminal Rent Fee	1,045,281	699,616	67%	526,207	33%
Non-Airline Term Rent Fee F&B	1,769,472	468,050	26%	453,935	3%
Non-Airline Term Rent Fee Retail	2,394,660	599,091	25%	556,830	8%
Rental Car - Overflow Parking	368,085	29,289	8%	506	5691%
Advertising	904,305	301,681	33%	334,214	-10%
On Airport Rental Car	14,665,829	6,279,525	43%	5,830,668	8%
Commercial Services Fees	1,385,796	424,776	31%	381,629	11%
Ground Transportation Fees	2,147,531	689,635	32%	485,417	42%
Customs	448,233	124,477	28%	112,108	11%
All Other Revenue	3,120,476	183,071	6%	1,898,480	-90%
Total Non-Airline Revenue	37,273,231	14,133,106	38%	14,551,448	-3%
Total Operating Revenues	54,538,758	22,363,845	41%	21,029,444	6%

Airline Revenue all showed performance, collectively contributing to a 27% increase in total airline revenues over the prior year. Due to the implementation of Rates and Charges for FY2026.

Non-Airline Revenue grew by 6% over the prior year.

Rental Car - Overflow Parking - FY2025 only one transaction was recorded, compared to this fiscal year where we billed all transactions on time.

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending December 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	12,463,697	3,791,829	30%	3,346,424	13%
Airport Information Technology	1,804,669	587,687	33%	416,335	41%
Airport Law Enforcement	3,725,167	1,822,376	49%	1,856,404	-2%
Aviation Security	1,931,063	708,432	37%	253,192	180%
Airside Operations	3,818,983	3,314,220	87%	2,827,232	17%
Airport Rescue - Fire	6,000,498	2,990,337	50%	2,579,549	16%
Landside Operations	1,712,282	1,492,485	87%	989,435	51%
Grounds Maintenance	1,009,028	308,860	31%	243,930	27%
Terminal Building Operations	12,878,740	5,634,042	44%	3,634,056	55%
Passenger Boarding Bridges	99,710	40,612	41%	11,460	254%
Baggage Handling System	1,109,939	425,778	38%	222,046	92%
Control Center Operations	5,989,139	2,105,278	35%	2,599,111	-19%
U.S. Customs	516,487	145,638	28%	148,908	-2%
Planning & Projects	1,709,991	512,049	30%	83,089	516%
Budget Transfer Out	7,898,295	3,949,148	50%	7,244,000	-45%
Total Operating Expenditures	62,667,690	27,828,770	44%	26,455,170	5%
Surplus / (Deficit)	(8,128,932)	(5,464,925)	67%	(5,425,726)	1%

Aviation Security Increased primarily due to Salaries, Benefits and Security expenses have been allocated for FY2026.

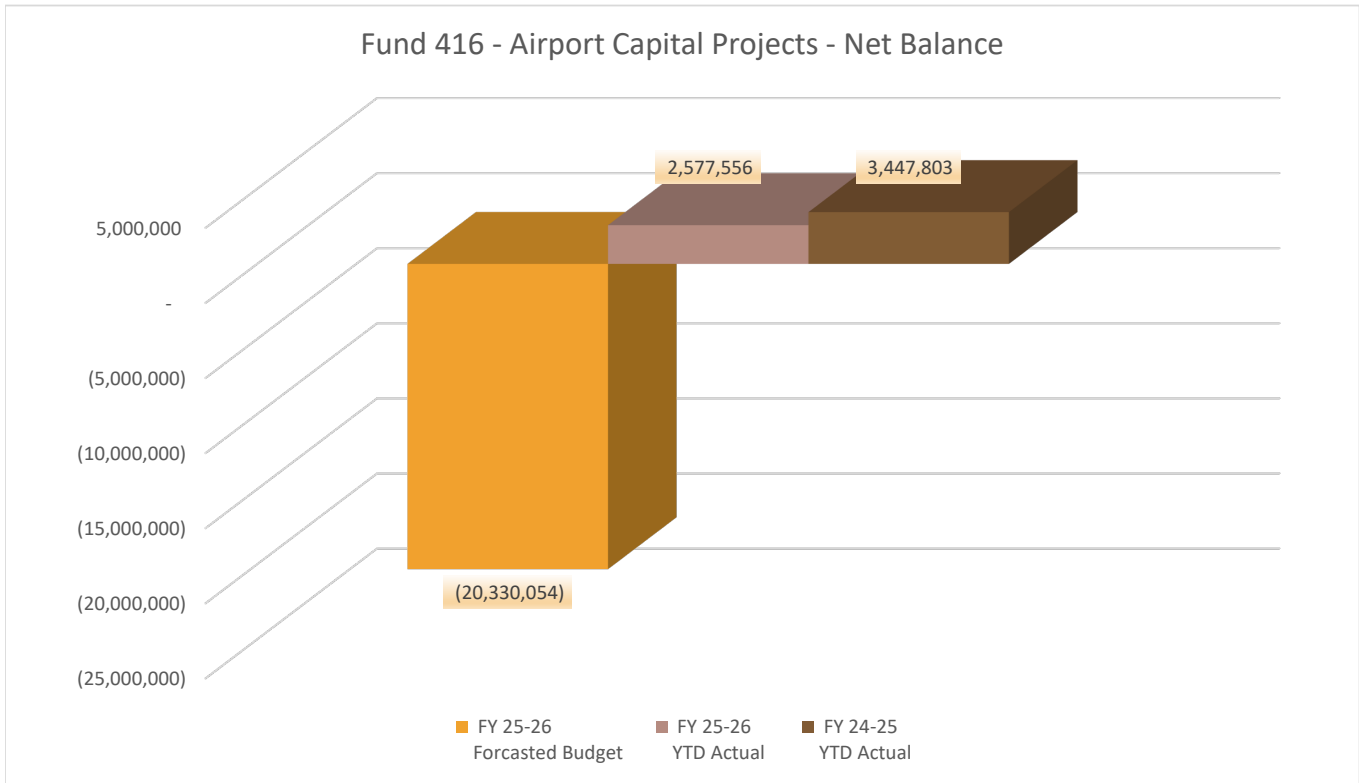
Passenger Boarding Bridges Increase Contracts and Material and Supplies due to repairs and maintenance required.

Planning & Projects Increased due to Salaries and Benefits for new employees allocated. Funding for Contractual Services has been allocated in FY2026.

Year-to-date, the Airport has allocated 43% of its budget to Salaries & Benefits, 20% to Contractual Services, 12% to Utilities, 4% to Materials & Supplies, 2% to Insurance and 19% to Other City Services

CITY OF PALM SPRINGS
PALM SPRINGS INTERNATIONAL AIRPORT
Financial Summary
Ending December 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	4,416,219	12%	7,365,302	0%
Operating Expenditures	57,381,125	1,838,663	3%	3,917,499	-53%
Surplus / (Deficit)	(20,330,054)	2,577,556	-13%	3,447,803	-25%



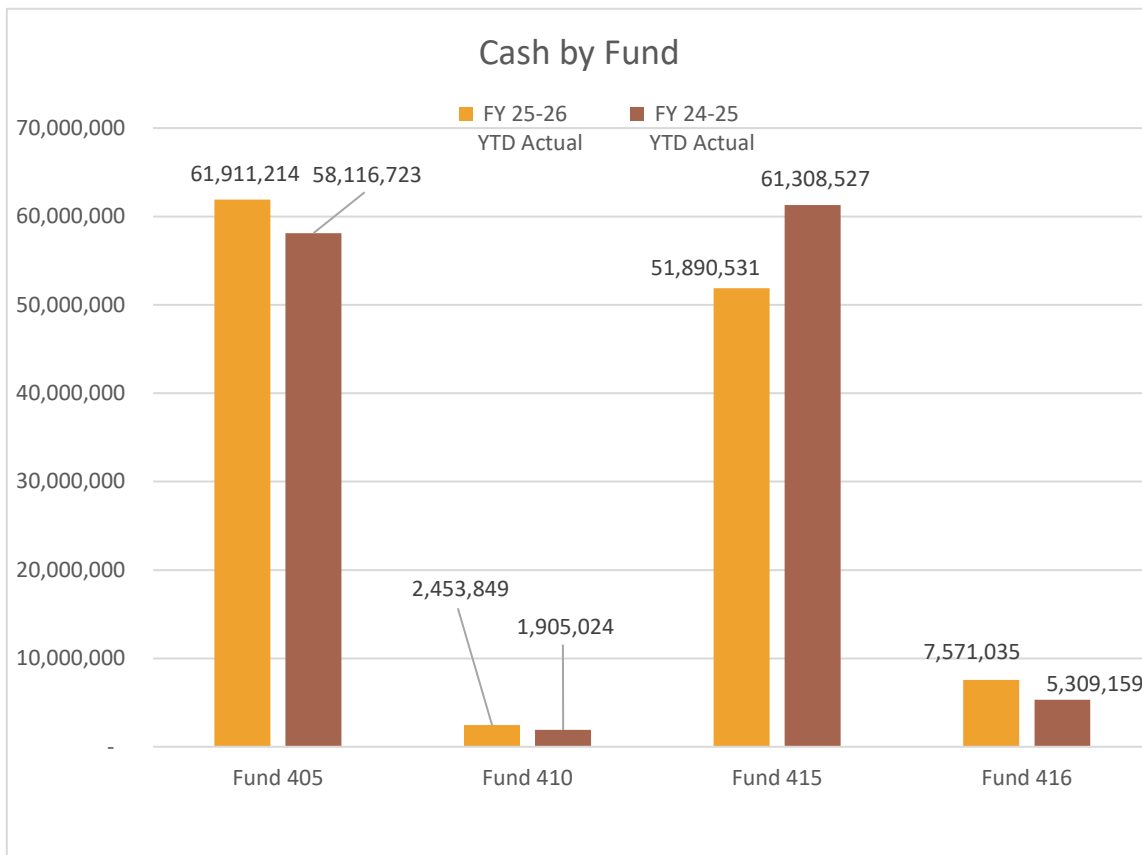
Fund 416 is the Airport Capital Program

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 December 31, 2025

<u>Cash Summary</u>	FY 25-26 YTD Actual	FY 24-25 YTD Actual
Fund 405	61,911,214	58,116,723
Fund 410	2,453,849	1,905,024
Fund 415	51,890,531	61,308,527
Fund 416	7,571,035	5,309,159





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: January 8, 2026
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

- Vendor selection complete, PSP selected Schindler Group.
- Site visit was conducted in December.

Next Steps:

- Schindler Group to submit design drawing to PSP for review and approval.

Timeline:

- Submittals are expected in January.

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

- During September 15, 2025, Commission meeting, Executive Director presented Measure J & Measure D staff recommendations, and three proposals were presented to the Commission. Commission advised moving forward with utilizing \$724,534 Measure J funds for design and installation of three shade structures at the TNC pick-up area.
- Staff have received two proposals.

Next Steps:

- Staff to evaluate the proposals and coordinate with Historical Site Preservation Board (HSPB) for approval.

Timeline:

- Proposal evaluation and selection is expected by mid-February.

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

- Swinerton Builders (General Contractor) has been mobilized at the airport.

Next Steps:

- All stakeholders' pre-construction on site Kick-off meeting.

Timeline:

- Pre-construction Kick-off meeting in January.

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

- Design firm is in final stages of the construction documents to be submitted for review and approval.

Next Steps:

- Completion and submission of construction documents.

Timeline:

- Construction documents are expected to be complete for PSP and city review by mid-January.

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

- On September 15, 2025, Notice to Proceed (NTP) was issued to PFVT Motors, LLC DBA Peoria Ford for the purchase of eight (8) all-electric Ford F-150 Lightning trucks.

Next Steps:

- Delivery of the trucks and the chargers.

Timeline:

- Trucks are expected to be delivered by end of January.

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: Completed.

(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

- All work related to SCE is complete.
- Staff is in process of issuing Notice to Proceed to the selected vendor for the installation of the EV chargers.

Next Steps:

- EV charger installation kick-off meeting.

Timeline:

- Kick-off meeting is expected in January followed by EV charger installation work.

FUTURE CITY COUNCIL ACTIONS

January 28, 2026

- Fuse Connect, LLC
- Bid for Monitoring Wells
- Leasing Policy
- Airport Program Management & Advisory Consulting Services

February 11, 2026

- Emergency Escalators Repair
- ControlTouch Systems dba Intellimodus LLC

DATE: January 15, 2026

TO: Chairman Corcoran and Airport Commissioners

FROM: Harry Barrett, Jr., Airport Executive Director

SUBJECT: Executive Director Report

2026 Airport Experience Awards (New)

Background: Airport Experience News has released its list of finalists for the annual Airport Experience Awards. The AX Awards Committee is comprised of 24 industry executives (12 Brand Executives and 12 Airport Executives) who are newly selected each year to evaluate hundreds of submissions to develop the list of finalists. The Airport Experience Awards recognize top performers in passenger satisfaction, concessions, marketing, and operations.

Report: PSP concessionaires were named as finalists in multiple categories for the Airport Experience Awards. In the **Best Commercial Team** category for small/medium hub airports, PSP is competing as a finalist along with teams at Houston Hobby (TX), Kelowna International Airport (CN), San Jose International Airport (CA), Cincinnati/Northern Kentucky International Airport, and Calgary International Airport (CN). **Trio (operated by Paradies)** is a finalist in the **Best Casual Dining** category for small/medium hub airports competing with concepts in Edmonton International Airport, Fort Meyers International Airport, Key West Airport, Southwest Florida International Airport, and Raleigh-Durham International Airport. Meanwhile, **WH Smith** is also a finalist for the **Best Local Concessions Management** team category, competing with teams in Albuquerque International Airport, Orange County International Airport, Houston Hobby Airport, Halifax Stanfield Airport, and Spokane International Airport. Award winners will be revealed at the 2026 Airport Experience Conference in Nashville, TN in February.

Sixt Rental Car Update (New)

Background: In December 2025, the City Council approved the Operation Agreement and Lease between PSP and Sixt Rent A Car. Sixt was expected to begin operations December 10th, however that start date was delayed pending the resolution of a legal challenge filed by incumbent operators.

Report: On January 8, 2026, the court vacated the temporary injunction precluding Sixt from commencing operations. Airport Staff met remotely with SIXT management on Monday, January 12th to review the implementation of SIXT Entry Plan, Risk Analysis, and Safety Plan. SIXT will work closely with Airport Staff to install customer service counters and backwall signage in the Baggage Claim area of the Terminal Building as well as prepare the empty Lot #2 for SIXT Ready / Return space from

January 14th through 16th. SIXT will soft launch on Saturday, January 17th from 7am until 10pm. SIXT will start with a small fleet of approximately 100 vehicles and then build up capacity as demand and space allows for expansion. Expecting a fleet of approximately 150-20 vehicles with operating hours being 7am until 12am. After hours drop off will be available in the Ready / Return Lot.

Art Program (New)

Background: In 2025, the City Council approved a policy and authorized airport staff to contract with an Art Curator to oversee the PSP Art Program. Over the last half year, the staff and art working group have been making progress toward refining the program elements and crafting the rollout of the new program.

Report: The Art Working Group met on January 7, 2026, to review and approve the finalized Airport Art Program: Existing Conditions Report. The Airport's contracted Art Curator, Group Creative Services, presented a list of art options that included the estimated costs and timelines, and the Art Working Group members provided their feedback. Staff will present the capital projects that are over one million dollars that qualify for the one percent for the arts match, and Group Creative Services will present the Art Program: Existing Conditions Report and the list of art options at the February 18, 2026, Airport Commission meeting.

Real Property Negotiation (Update)

Background: As a function of the master plan, PSP identified land parcels and buildings around the airport boundary that could be acquired and activated to manage future growth. The master plan highlighted a need for additional administration space which led the airport staff to seek solutions through a building acquisition versus new on-airport development.

Report: In late December, airport staff opened escrow to acquire a new 10,000 square foot building at 550 Paseo Dorothea that is intended to be the new home for PSP Administration. The acquisition is subject to a 60-day due diligence period, and the City Council must approve the acquisition prior to the transfer of deed. After an appraisal was completed, the airport offered \$1.7 million dollars for purchase of the building which is being funded with both Measure D dollars and airport revenues. The current plan is for the large proportion of Administration staff to move from the mezzanine level of the main terminal which would allow the airport to repurpose the space for tenant use and passenger circulation space. Airport staff intend to keep a small office footprint in the main terminal, but staff is assessing options for relocating the USO into the main terminal and offering up space for revenue generating opportunities while the airport works toward implementing Phase I of the master plan projects.

FUSE Advertising (Update)

Background:

Fuse serves as the Airport's advertising partner helping foster sponsorship opportunities within the terminal. Sponsorships allow outside organizations to help fund the design and build-out of high-visibility passenger spaces in exchange for brand recognition that aligns with PSP's identity and values, similar to the Agua Caliente Concourse Activation Space. The pre-security lobby space is intended to follow a similar approach by pairing experiential design with a compatible sponsorship partner to offset capital costs and elevate the passenger experience.

Report:

Fuse continues to actively pursue a sponsorship partner for the pre-security lobby space located in the main terminal. Initial discussions with the Coachella Valley Firebirds with Oak View Group have resulted in a verbal indication of interest; however, final approval has been delayed due to internal alignment challenges stemming from recent leadership and new team member changes. In parallel, Fuse has proactively engaged alternative partners to maintain momentum, including The Living Desert and Disney | Cotino, both of whom have expressed interest, with additional conversations underway.

Airport staff and FUSE are also evaluating contingency options should sponsorship timelines extend, including short-term activation opportunities during the Coachella and Stagecoach festival season and alternative long-term uses for the space, to ensure flexibility and continued alignment with the Airport's operational, financial, and passenger experience priorities.

PAST CITY COUNCIL ACTIONS

City Council Regular Meeting for November 24, 2025:

Nothing was submitted to City Council for consideration on this date.

City Council Regular Meeting for December 2, 2025:

Nothing was submitted to City Council for consideration on this date.

City Council Regular Meeting for December 10, 2025:

SUBJECT:

ACCEPTANCE OF A RESIGNATION FROM THE AIRPORT COMMISSION

RECOMMENDATION:

Accept the resignation of Dave Banks from the Airport Commission, effective immediately.

Attachments

[Item 1B](#)

SUBJECT:

**GENERAL FUND, AIRPORT, AND CAPITAL FOR FIRST QUARTER FISCAL YEAR 2025-26
BUDGET UPDATE**

RECOMMENDATION:

Receive and File.

Attachments

[Item 1D](#)

SUBJECT:

**AWARD OF A CONSTRUCTION CONTRACT TO MATICH CORPORATION IN THE AMOUNT
OF \$451,031 FOR AIRPORT STORMWATER OUTFALL REPAIR PROJECT
("THE PROJECT"), AIRPORT PROJECT PSP-01**

RECOMMENDATION:

1. Award a construction contract to Matich Corporation in the amount of \$451,031 for Airport Stormwater Outfall Repair Project, Airport Project PSP-01.
2. Authorize the City Manager or designee to execute all necessary documents.

Attachments

[Item 1L](#)

City Council Special Closed Session Meeting for December 10, 2025:

Closed Session.

City Council Regular Meeting for January 14, 2026:

Nothing was submitted to City Council for consideration on this date.

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	60,598	58,673	3.3%	61,569	59,410	3.6%	122,167	118,083	3.5%
September	73,951	69,900	5.8%	78,822	72,788	8.3%	152,773	142,688	7.1%
October	122,599	123,263	-0.5%	135,386	135,389	0.0%	257,985	258,652	-0.3%
November	151,957	151,801	0.1%	153,228	155,718	-1.6%	305,185	307,519	-0.8%
December		163,851	-100.0%		174,654	-100.0%	-	338,505	-100.0%
Year to Date	1,501,301	1,614,684	3.5%	1,492,356	1,616,230	3.2%	2,993,657	3,230,914	3.3%

Palm Springs International Airport

Best Month Comparison							
ENPLANEMENTS							
	2020	2021	2022	2023	2024	2025	Vs Best Mo
Jan	136,157	39,614	118,204	169,746	167,926	175,563	4.5%
Feb	156,909	57,530	142,206	184,973	186,052	190,572	2.4%
Mar	113,166	107,577	202,993	223,314	238,473	250,084	4.9%
Apr	5,811	111,376	185,946	200,753	202,219	210,574	4.1%
May	10,751	92,820	123,736	129,695	127,314	129,304	1.6%
Jun	14,827	66,885	73,861	71,635	68,656	73,003	6.3%
Jul	17,231	65,869	68,071	63,647	56,556	63,096	11.6%
Aug	18,389	58,793	65,368	59,309	58,673	60,598	3.3%
Sep	23,087	65,682	79,599	73,813	69,900	73,951	5.8%
Oct	41,597	108,923	120,659	126,702	123,263	122,599	-0.5%
Nov	52,874	135,677	160,129	162,180	151,801	151,957	0.1%
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	1,501,301	
% 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	139,720	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	122,167	3.5%
Sep	47,915	136,666	162,834	151,561	142,688	152,773	7.1%
Oct	88,777	225,991	247,457	259,808	258,652	257,985	-0.3%
Nov	108,043	271,944	319,237	327,470	307,519	305,185	-0.8%
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	2,993,657	
% Chg.	51.17%	67.16%	42.47%	8.57%	-0.20%		

Palm Springs International Airport

ENPLANED & DEPLANED PASSENGERS - 2025

ENPLANED PASSENGERS														
Airlines	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	FYTD
Air Canada	5,810	6,524	8,291	6,984	-	-	-	-	-	380	4,325		32,314	35,299
Alaska	35,771	37,985	45,559	43,983	26,278	14,681	12,724	13,443	15,091	25,650	34,931		306,096	327,447
American	24,595	26,930	36,067	34,247	22,482	16,868	15,193	12,549	15,527	23,198	22,449		250,105	268,561
Avelo Air	1,644	1,734	3,436	2,786	645	130	-	-	-	-	-		10,375	16,143
Delta Air	17,076	18,154	20,258	16,166	3,290	171	-	-	-	3,780	10,422		89,317	95,925
SkyWest (Delta Connection)	3,750	3,504	5,265	5,580	5,841	5,554	5,178	4,856	5,093	5,355	5,023		54,999	56,696
SkyWest (United Express)	10,978	9,819	11,066	14,901	10,768	7,981	8,072	7,462	9,146	10,304	11,416		111,913	113,553
SkyWest (American Air)	3,669	3,570	3,677	3,553	5,620	3,716	3,100	3,103	2,269	2,915	4,629		39,821	53,948
Southwest Air	23,605	27,956	42,189	32,664	27,767	16,176	12,385	11,056	12,907	22,749	22,631		252,085	181,067
United	22,093	23,296	36,612	21,244	13,663	3,349	3,974	4,956	8,757	14,416	16,051		168,411	190,161
WestJet	17,599	19,940	22,961	18,255	9,154	3,210	1,753	2,224	2,487	8,297	14,454		120,334	150,699
Allegiant Air	1,869	1,858	2,732	2,713	1,043	-	-	-	-	1,250	1,640		13,105	15,092
Flair	-	703	1,572	377	-	-	-	-	-	-	-		2,652	2,652
Frontier	2,611	3,414	3,977	2,764	965	914	595	728	1,726	1,751	1,074		20,519	16,043
Porter	989	994	1,282	769	-	-	-	-	-	-	-		4,034	4,726
MN Airlines (Sun Country)	3,504	4,191	5,140	3,501	1,788	253	122	221	948	2,554	2,912		25,134	28,545
Charters	-	-	-	87	-	-	-	-	-	-	-	-	87	87
TOTAL ENPLANED	175,563	190,572	250,084	210,574	129,304	73,003	63,096	60,598	73,951	122,599	151,957	-	1,501,301	1,556,644
DEPLANED PASSENGERS														
Airlines	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	FYTD
Air Canada	5,629	7,049	7,558	5,497	-	-	-	-	-	680	4,514		30,927	33,937
Alaska	37,135	39,126	46,230	40,592	22,990	13,634	12,072	12,947	16,591	29,090	35,031		305,438	330,972
American	24,613	26,486	32,728	31,772	22,199	15,801	15,615	13,543	16,390	24,088	22,569		245,804	262,389
Avelo Air	1,728	1,742	3,465	2,688	605	125	-	-	-	-	-		10,353	16,485
Delta Air	18,223	18,154	20,255	14,142	2,944	146	-	-	-	4,111	10,519		88,494	97,122
SkyWest (Delta Connection)	3,999	3,541	5,247	5,347	5,437	5,014	5,264	4,928	5,309	5,933	5,331		55,350	56,927
SkyWest (United Express)	10,325	10,031	10,309	14,198	10,179	7,526	7,666	7,490	9,221	10,776	10,781		108,502	111,650
SkyWest (American Air)	4,053	3,818	3,848	3,677	5,288	3,323	3,020	3,088	2,156	3,116	4,476		39,863	54,155
Southwest Air	23,078	28,858	41,277	31,641	27,565	14,234	11,899	11,331	13,967	24,489	23,194		251,533	278,960
United	22,264	24,446	36,056	23,876	11,836	3,424	3,898	4,917	9,561	15,670	15,592		171,540	194,716
WestJet	19,025	21,325	22,402	13,587	7,407	2,542	1,809	2,368	2,838	10,856	15,448		119,607	150,548
Allegiant Air	1,854	2,102	2,705	2,291	829	-	-	-	-	1,666	1,487		12,934	15,341
Flair	-	796	1,228	144	-	-	-	-	-	-	-		2,168	2,168
Frontier	2,194	2,991	3,652	2,759	923	695	619	736	1,722	1,854	1,080		19,225	14,644
Porter	1,074	1,220	1,204	701	-	-	-	-	-	-	-		4,199	5,207
MN Airlines (Sun Country)	4,029	4,740	5,202	2,941	1,502	253	122	221	1,067	3,057	3,206		26,340	30,175
Charters	-	-	-	79	-	-	-	-	-	-	-	-	79	79
TOTAL DEPLANED	179,223	196,425	243,366	195,932	119,704	66,717	61,984	61,569	78,822	135,386	153,228	-	1,492,356	1,655,475
TOTAL E & D	354,786	386,997	493,450	406,506	249,008	139,720	125,080	122,167	152,773	257,985	305,185	-	2,993,657	3,212,119

ACTIVITY BY AIRLINE
Nov-25

AIRLINES	Enplaned			Deplaned			Total			(E & D)
	2025	2024	% Change	2025	2024	% Change	2025	2024	% Change	Market Share
Air Canada	4,325	1,722	151.2%	4,514	2,099	115.1%	8,839	3,821	131.3%	2.9%
Alaska	34,931	33,957	2.9%	35,031	35,086	-0.2%	69,962	69,043	1.3%	22.9%
American	22,449	23,050	-2.6%	22,569	21,318	5.9%	45,018	44,368	1.5%	14.8%
Avelo	-	1,769	-100.0%	-	1,991	-100.0%	-	3,760	-100.0%	0.0%
Delta Air	10,422	6,126	70.1%	10,519	6,481	62.3%	20,941	12,607	66.1%	6.9%
SkyWest (Delta Connection)	5,023	4,916	2.2%	5,331	4,991	6.8%	10,354	9,907	4.5%	3.4%
SkyWest (United Express)	11,416	10,770	6.0%	10,781	11,022	-2.2%	22,197	21,792	1.9%	7.3%
SkyWest (AA)	4,629	5,576	-17.0%	4,476	6,462	-30.7%	9,105	12,038	-24.4%	3.0%
Southwest Air	22,631	24,115	-6.2%	23,194	25,889	-10.4%	45,825	50,004	-8.4%	15.0%
United	16,051	15,699	2.2%	15,592	15,822	-1.5%	31,643	31,521	0.4%	10.4%
WestJet	14,454	19,178	-24.6%	15,448	19,196	-19.5%	29,902	38,374	-22.1%	9.8%
Allegiant Air	1,640	1,697	0.0%	1,487	1,742	0.0%	3,127	3,439	0.0%	1.0%
Flair	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
Frontier	1,074	-	0.0%	1,080	-	0.0%	2,154	-	0.0%	0.7%
Porter	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
MN Airlines (Sun Country)	2,912	3,226	-9.7%	3,206	3,619	-11.4%	6,118	6,845	-10.6%	2.0%
Charters	-	-	0.0%	-	-	0.0%	-	-	0.0%	0.0%
TOTAL	151,957	151,801	0.1%	153,228	155,718	-1.6%	305,185	307,519	-0.8%	100.0%

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	63,096	↑ 12%	56,556	↓ -11%	63,647	↓ -6%	68,071	61,984	↑ 10%	56,149	↓ -7%	60,689	↓ -7%	65,593	125,080	↑ 11%	112,705	↓ -9%	124,336	↓ -7%	133,664
August	60,598	↑ 3%	58,673	↓ -1%	59,309	↓ -9%	65,368	61,569	↑ 4%	59,410	↓ -1%	59,947	↓ -7%	64,584	122,167	↑ 3%	118,083	↓ -1%	119,256	↓ -8%	129,952
September	73,951	↑ 6%	69,900	↓ -5%	73,813	↓ -7%	79,599	78,822	↑ 8%	72,788	↓ -6%	77,748	↓ -7%	83,235	152,773	↑ 7%	142,688	↓ -6%	151,561	↓ -7%	162,834
October	122,599	↓ -1%	123,263	↓ -3%	126,702	↑ 5%	120,659	135,386	↓ 0%	135,389	↑ 2%	133,106	↑ 5%	126,798	257,985	↓ 0%	258,652	↓ 0%	259,808	↑ 5%	247,457
November	151,957	↑ 0%	151,801	↓ -6%	162,180	↑ 1%	160,129	153,228	↓ -2%	155,718	↓ -6%	165,290	↑ 4%	159,108	305,185	↓ -1%	307,519	↓ -6%	327,470	↑ 3%	319,237
December	154,330	↓ -6%	163,851	↑ 4%	158,245	↓ -1%	159,846	159,153	↓ -9%	174,654	↑ 5%	166,997	↑ 3%	161,369	313,483	↓ -7%	338,505	↑ 4%	325,242	↑ 1%	321,215
January		↓ -100%	175,563	↑ 5%	167,926	↓ -1%	169,746		↓ -100%	179,223	↑ 6%	168,852	↓ -2%	171,910	-	↓ -100%	354,786	↑ 5%	336,778	↓ -1%	341,656
February		↓ -100%	190,572	↑ 2%	186,052	↑ 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%	238,473	↑ 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%	249,008	↑ 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%	138,461
YTD	626,531	↑ 0.40	1,653,144	↑ 1%	1,634,536	↑ 0%	1,633,788	650,142	↓ (0.61)	1,655,475	↑ 2%	1,625,899	↑ 1%	1,610,223	1,276,673	↓ (0.12)	3,308,619	↑ 1%	3,260,435	↑ 1%	3,244,011

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

Posted on Planetbids – Bidding

1. **Project Title:** Palm Springs International Airport Retail, Food Beverage - Blank Slate Space
Bid Posting Date: 10/14/2025 7:48 AM (PST)
Bid Due Date: 01/08/2026 2:00 PM (PST)
Project Type: RFP
2. **Project Title:** RFQ 28-25 Airport Strategic Communications
Bid Posting Date: 12/26/2025 5:00 PM (PST)
Bid Due Date: 01/29/2026 2:00 PM (PST)
Project Type: Request for Qualification (RFQual)

Upcoming RFP & IFB to be Posted on Planetbids

- **Project Title (Project Type):**
 1. Public Parking Management Services (RFP)
 2. Flooring/Wainscotting Services (IFB)
 3. Public Government/Relations (RFP)
 4. Airport Landside and Airside Landscaping Services (IFB)
 5. Pest Control Services (IFB)
 6. High Voltage Services (IFB)
 7. Wayfinding and Baggage Handling System (BHS) Porter/Labor Service (IFB)
 8. Terminal ATMs (RFP)

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

FUTURE COMMITTEE MEETINGS

Date	Time	Committee
01/21/2026	3:30 P.M.	Noise Committee
TBD	TBD	Budget and Finance Committee
TBD	TBD	Ad Hoc Design Review Committee
02/03/2026	3:00 P.M.	Operations, Properties and Facilities Committee
TBD	TBD	Marketing and Business Development Committee
02/18/2026	2:00 P.M.	Art Review Working Group

AIRPORT COMMITTEES FY2026-27

Revised 12-31-2025

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	BURKE, Todd	Member			Member	Member	
Palm Springs	CALDWELL, Daniel	Member		Member			
Palm Springs	CORCORAN, Kevin		Member			Chair	
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			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	Member		Chair	Member	Member	
Indio	WISE, Rick		Member			Member	
Rancho Mirage	YOUNG, Keith	Member		Member		Member	