

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-424

SAP Number

## Purchasing Department

Department Contract Representative	Jessica Barajas
Telephone Number	909-387-2065
Contractor	Corporate Travel Management North America, Inc.
Contractor Representative	Julius Macatangay
Telephone Number	254-630-4309
Contract Term	June 10, 2025, through June 9, 2028
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	
Grant Number (if applicable)	

### Briefly describe the general nature of the contract:

1. Agreement with Corporate Travel Management North America, Inc., including non-standard terms, for the participation of Travel Management Services for Countywide travel reservations, effective on June 10, 2025, through June 9, 2028.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, County Counsel

Date 5/23/25

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Date



## TRAVEL MANAGEMENT AGREEMENT

This TRAVEL MANAGEMENT AGREEMENT (this "Agreement") is made by and between San Bernardino County ("Client") and Corporate Travel Management North America, Inc. ("CTM") effective as of the date of the last signature set forth below (the "Effective Date"). Client and CTM shall individually be referred to herein as a "party" and collectively as the "parties."

### RECITALS

WHEREAS, CTM is engaged in the business of providing travel management services to its customers and Client has a requirement for such services and desires to obtain them through CTM pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services and Duties of CTM.** CTM shall provide the resources, management and personnel required to provide travel management and travel-related services for Client and Client Travelers (defined below) as designated by Client and set forth herein (collectively, the "Services"). Such Services shall include but shall not be limited to booking and delivery of airline and rail tickets, hotel and car rental reservations, 24/7/365 emergency assistance, access to self-serve reporting, provision of timely reports itemizing and summarizing all travel expenses, provision of CTM proprietary products, and such other services as Client may reasonably request and the parties mutually agreed upon. CTM will at all times perform the Services with reasonable skill and care in accordance with the best practice prevailing in the travel management industry. The normal business hours for CTM servicing Client's account are as mutually agreed upon by the parties, excluding weekends and holidays (the "Normal Business Hours"). During the term of this Agreement and upon mutual agreement, the parties may change the time that constitutes Normal Business Hours. CTM's holidays are currently as follows: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, and Christmas. "Client Traveler" means any traveler traveling on behalf of or for the benefit of Client, a traveler whose travel is being paid for by Client, or any other traveler or group of travelers as specified by Client from time to time.

Appendix B (the "Fee Schedule") sets forth the Services and the transaction fees and other pricing for such Services to be provided to Client. "Transaction" means for each individual Client Traveler, the (a) issuance of any air ticket, regardless if resulting from an exchange, (b) issuance of any rail ticket for a single rail trip, regardless if resulting from an exchange, (c) any single car or hotel booking, regardless of the number of rental days or room nights, and/or (d) processing of MCOs credits, refunds, and/or partial refunds relating to a previously issued ticket. "MCO" is a Miscellaneous Charge Order, which is an accountable International Air Transport Association (IATA) document used (a) to process the payment of travel arrangements and (b) for non-ticket purchases (e.g., excess baggage fees, pet fees, upgrades, insurance payment, residual value after a ticket exchange, etc.).

2. **Duties of Client.** Client hereby agrees as follows:

(a) Client accepts full responsibility for and holds CTM harmless from any claims, fines, damages, and costs incurred in connection with its provision of the Services and arising from: (i) debts to the Airlines Reporting Corporation ("ARC") or any Travel Vendor (defined below) attributable to Client's or Client Traveler's (A) failure to pay for requested Services, (B) denying credit charges for Services properly charged by CTM, or (C) credit card transactions for valid purchases where there is no signature or card imprint on the charge slip; (ii) airline debit memo and/or other similar charge from a Travel Vendor for a booking practice not authorized by the Travel Vendor (e.g., non-cancellation of unwanted non-refundable airline reservations within 24 hours, booking and cancelling the same reservation multiple times, the booking of unmarried segments, hidden-city, back-to-back, or split ticketing transactions, etc.), unless such amount is the result of a fraudulent booking or booking error on the part of a CTM travel advisor; (iii) Client incurring a non-refundable penalty, charge, or a "no show" billing resulting from Client's failure to follow established rules and regulations of a Travel Vendor (e.g., an airline's Contract of Carriage); and (iv) claims against CTM in connection with Client or travel agencies previously doing business with Client (e.g., if CTM processes miscellaneous charge orders for travel booked by Client or Client's predecessor travel management company, etc.). "Travel Vendor" means the provider of the travel product being booked for Client by CTM, including, but not limited to, airlines, rail companies, car rental companies, and hotels.

(b) Client will provide CTM with updated information as to Client Travelers and Client personnel authorized to: (i) purchase Services from CTM; (ii) book non-profiled travelers outside of Normal Business Hours; and/or (iii) book non-profiled travelers using a Client Business Travel Account (BTA) or other credit facility of Client. Any costs associated with such Service purchases or bookings that occur as a result of the failure of Client to provide to CTM such information as to authorized Client Travelers and/or Client personnel and/or to notify CTM of any authorization changes shall be paid for by Client.

(c) CTM will use commercially reasonable efforts to research and notify Client and Client Travelers of any applicable requirements as to (i) visa, passport, and health documentation and (ii) local and international laws, rules, or regulations for travel booked through CTM based on guidance available to CTM at the point of booking. Client and/or Client Traveler are fully responsible to be knowledgeable about and fulfill these requirements.

(d) Client acknowledges that the training and qualifications of the employees of CTM are unique and that the loss of these employees may affect CTM's competitiveness and continued commercial success and therefore agrees during the term hereof and for one year after termination of this Agreement not to directly solicit, or assist any agency to solicit, any CTM employee that it interacts with in connection with the provision of Services hereunder. This provision shall not restrict the right of Client to solicit employment or recruit generally and shall not prohibit Client from hiring an employee of CTM who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Client.

3. Online Booking Tool. This Section applies if Client will utilize an online booking tool ("OBT").

(a) Reservations. Client has elected to utilize an OBT, which Client and Client Travelers will use to make their own online bookings with Travel Vendors. If Client does not have its own direct contract with the owner of the OBT (e.g., Concur, Sabre, etc.), then CTM hereby provides Client under the terms hereof with a non-sublicensable, non-exclusive, non-transferable license to access and use (i) CTM's proprietary OBT ("Lightning") or (ii) a third-party OBT via the applicable reseller agreement for such OBT, as designated by Client. Client's access and use of the OBT through CTM is subject to the terms and conditions set forth on Appendix A hereto. Note: "Online Booking Assistance" on the Fee Schedule denotes assistance provided by CTM personnel to an online reservation (e.g., contact with CTM via telephone calls, emails or pursuant to remarks noted in the passenger name record ("PNR"), modification or update to a booking, ticket verification, resolution of rejection and/or payment, technical support for the OBT, etc.).

(b) Optional Features.

(i) General. If Client requests use of an offered optional feature (e.g., direct connect, post-ticket change, single sign-on, HR data feed, etc.) for the OBT taken through CTM, additional charges may apply (which charges are subject to change by the OBT from time to time). CTM shall make Client aware of, and Client shall have agreed upon, the fee for the optional feature being requested by Client prior to such optional feature being activated on the OBT by CTM for Client.

(ii) Name Change Feature. Where available, an OBT may offer the functionality whereby a user can change the name of a traveler for a reservation and/or profile. If Client uses such functionality, Client agrees to (A) accept financial responsibility for errors and/or fraudulent use which may occur through the use of such feature and (B) reimburse CTM for any and all airline debit memos, other airline charges issued against CTM, or fees as a result of the use of such feature.

(iii) Guest Bookings Feature. Where available, an OBT may offer an optional *Guest Bookings* functionality whereby guest travelers of Client or Client Travelers may make online bookings through the OBT. If Client uses such *Guest Bookings* functionality, Client agrees to (A) accept financial responsibility for errors and/or fraudulent use which may occur through the use of such feature and (B) reimburse CTM for any and all airline debit memos or other airline charges issued against CTM as a result of the use of such feature.

4. Compensation and Payment. Client agrees to pay the fees for the Services rendered to Client and Client Travelers or accrued up to and including the date of termination of this Agreement, as set forth on the Fee Schedule and in any amendment or addendum hereto (collectively, the "Fees"). Client is also responsible to pay all Pass Through Fees. "Pass Through Fees" means charges assessed by any of the Travel Vendors (defined below), a Global Distribution System ("GDS"), online providers, and/or other third-party vendors in connection with the Services (e.g., upgraded seats, baggage fees, prepaid ticket charges, ticket exchange fee, refund fee, New Distribution Capability (NDC) content, GDS content fees, direct connect fees, visa/passport costs, foreign consulates or embassies costs, merchant or other fees/costs charged by credit card companies, etc.). All Fees and Pass Through Fees will be charged at the point of sale (e.g., along with the purchased airline or rail ticket) to the predetermined corporate credit or charge card provided by Client or Client Traveler to make the travel-related purchases with the applicable Travel Vendor or as otherwise set forth in this Agreement. Client will provide CTM with a Client Business Travel Account ("BTA") or other credit card to keep on file that CTM may charge for credit card declines for (i) air, car, and hotel only transaction fees and (ii) hotel direct bill charges. The Fees may be subject to sales and/or use taxes, VAT, or tariffs, as applicable by law, for which Client agrees to be responsible.

5. Material Change. The Fees to be charged by CTM in exchange for its provision of the Services are based upon the current service configuration chosen by Client and market conditions under which CTM is operating within the travel industry. CTM therefore reserves the right to review or adjust Fees if a material change occurs in: (a) current market conditions and/or CTM's cost of doing business (e.g., changes instituted by relevant Travel Vendor(s), the GDS, governmental entities or other governing body with oversight authority in the travel industry, etc.); and/or (b) scope of services and/or service configuration (e.g., an online booking tool implementation or change, NDC, additional CTM proprietary products/services, etc.). CTM shall provide Client with written notice of said adjustment. If agreement cannot be reached within 30 days of said notice, either party may immediately terminate all or any portion of this Agreement.

6. Term and Termination.

(a) Term. The initial term of this Agreement shall commence as of the Effective June 10, 2025 through June 9, 2028, unless either party gives the other party 60 days' prior written notice in advance of the expiration of the relevant term that it wishes for this Agreement to not automatically renew. Termination shall not relieve Client of the obligation to pay for tickets issued, Services rendered, or deficits incurred prior to termination.

(b) Termination for Default. Should either party default in the performance of its obligations hereunder, the non-defaulting party shall give written notice to the defaulting party, specifying in detail the nature of the default. If such default is not remedied within 30 days from receipt of such notice, then the non-defaulting party shall have the right, at its option, either to suspend the performance of its obligations under this Agreement until such default is remedied or to terminate this Agreement upon written notice.

(c) Termination for Convenience. Either party may terminate this Agreement at any time for convenience upon 60 days' prior written notice to the other party.

7. Disclaimer. In booking travel reservations, issuing airline tickets and other travel documents, and otherwise procuring travel services from Travel Vendors for Client, CTM acts solely in the capacity of an independent contractor for Client in Client's procurement of such travel services from the Travel Vendor, and Client consents to the Travel Vendor's terms and conditions in purchasing such travel services from the Travel Vendor (e.g., general rules of an airline, etc.). CTM does not guarantee or insure the travel services to be provided by any Travel Vendor and assumes no responsibility for any acts or omissions of any Travel Vendor or other third party, and CTM is not responsible or liable for: (a) any actions beyond

CTM's control in connection with the provision of any Services to Client; (b) any act, error, omission, injury, loss, accident, damage, delay, non-performance, irregularity or consequence therefrom, which may be occasioned through the neglect, default or any other act or inaction of any third person or entity; (c) any fluctuation in price or change in schedule, equipment or accommodations which occurs subsequent to booking of and/or payment for such travel service as no fares are guaranteed until ticketed; (d) any errors or bias in reservations, fares, or other information provided by any automated Travel Vendor, GDS, or other reservation system unless such error or bias in reservations, fares or other information is the result of a booking error by CTM; and (e) any reservation system or online booking tool downtime beyond CTM's control.

8. Third Party Vendor Solutions. In the event Client wishes to implement third-party vendor solutions or services into its travel program, Client agrees to provide CTM with a minimum of 60 days' notice of such intention. If the implementation and/or maintenance of such services require CTM to employ additional resources, programming or processes to accommodate the implementation and/or maintenance of a third party's solution, Client will compensate CTM for the additional work. CTM shall provide Client with a written scope of work setting forth the specific parameters and estimated cost for such work and Client shall have accepted such scope of work in writing before the commencement of any such work.

9. Confidentiality. Each party (such party, "Recipient") agrees that during the term of this Agreement and at all times thereafter it shall not commercialize or disclose Confidential Information (defined below) of the other party (such party, "Discloser") to any person or entity, except to its own employees, contractors, officers, directors, agents, and representatives (collectively, "Representatives") having a need to know as necessary for the purpose of performing their obligations hereunder (the "Purpose"). Recipient shall use at least the same degree of care in safeguarding Discloser's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall Recipient use less than reasonable care. Further, with regard to any Confidential Information disclosed to Recipient's Representatives, Recipient shall (a) inform its Representatives of the existence of this Agreement and its provisions in relation to the protection of Confidential Information, (b) cause its Representatives to keep confidential and not use for any purpose, other than the Purpose, all Confidential Information, and (c) remain responsible for any unauthorized use or disclosure of Confidential Information by any of its Representatives. For purposes of this Agreement, "Confidential Information" shall mean the terms of this Agreement and all information and documents that Discloser discloses to Recipient and either notifies Recipient should be considered as confidential or which a reasonable person would consider confidential based on the circumstances of the disclosure, industry practice, or the fundamental nature of the information or document.

10. Data, Privacy, Security Standards and Safeguards.

(a) Client Data.

(i) Client hereby grants to CTM (and on a confidential basis to the relevant and necessary Travel Vendors and third party providers), solely to provide the Services to Client and Client Travelers as described hereunder or as expressly authorized by Client, the right to access, use and redistribute any materials, information, data, content, and other information which Client, its employees or agents, collect (or which CTM collects on behalf of Client), provide or transmit to CTM, which may include Personal Data (defined below) (the "Client Data"). CTM represents that it has performed commercially reasonable due diligence, and throughout the term hereof, shall continue to monitor and update such due diligence on a commercially reasonable basis, to assure that third party providers with access to Client Data utilize industry standard data security safeguards to maintain the confidentiality, integrity, and security of their networks. To the extent that CTM becomes aware or determines that any such third party provider no longer meets such requirements, CTM shall notify Client, no longer allow such third party provider access to Client Data and shall ensure that such third party provider has returned or, if requested by Client, destroyed all such Client Data located on such third party provider's network(s).

(ii) Client represents and warrants that (A) all Client Data is owned by Client or that Client has the right to solicit, collect, and provide such Client Data to CTM for use with the Services and (B) any use or transmission of Client Data does not and shall not violate or infringe the intellectual property, privacy or publicity rights of any third party. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all Client Data.

(b) Personal Data.

(i) CTM currently maintains and, during the term hereof, will continue to maintain industry standard administrative, technical, and physical safeguards to ensure the security and confidentiality of any Personal Data (defined below) in the possession or control of CTM. Upon Client's written request, CTM will make available summaries of results from its SOC 2 Type II audit conducted by CTM's third party auditor from time to time. "Personal Data" shall mean any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household and is provided by or on behalf of Client or Client Traveler to CTM in connection with CTM's provision of the Services.

(ii) CTM shall use Personal Data only as is reasonably required for providing the Services as contemplated hereunder and in accordance with CTM's privacy policy and all applicable data privacy laws and regulations, including, if applicable, the European Union General Data Protection Regulation ("GDPR"), the UK Data Protection Act 2018 ("UK Act"), the Personal Information Protection and Electronic Documents Act (including the Digital Privacy Act) of Canada ("PIPEDA"), the California Consumer Privacy Act ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA") (collectively, "Applicable Data Protection Laws"). Both CTM and Client will comply in all material respects with all Applicable Data Protection Laws and will provide such help and cooperation as is reasonably necessary or requested to the other to comply with the same. For the avoidance of doubt, each party is responsible for satisfying its legal obligations to process or transfer Personal Data (e.g., obtaining consent, having legitimate business purpose, contractual rights, etc.). To the extent CTM accesses, collects, receives, processes or uses any Personal Data for or on behalf of Client, CTM will retain, use or disclose such Personal Data (A) for the specific purpose of performing its obligations hereunder, (B) to comply with Applicable Data Protection Laws and/or CTM's other legal and/or regulatory obligations, and (C) as is otherwise permitted by Client in writing. CTM does not and will not "sell" (as defined in the CCPA and CPRA) any Personal Data. The parties explicitly agree that there will be no sale of data or exchange of data for anything of value under this Agreement.

(c) Payment Cards. CTM currently maintains and, during the term hereof, will continue to maintain safeguards against the destruction, loss or alteration of payment cards which are in the possession of CTM by implementing the applicable information security controls as set out in the then current version of the Payment Card Industry Data Security Standard ("PCI DSS") (or the immediately preceding version of PCI DSS to the extent still permitted by PCI authorities).

(d) Security Incident. CTM will promptly notify Client (but in no event later than 48 hours after incident confirmation by CTM) of any information security incidents involving the unauthorized disclosure of any Personal Data while maintained by CTM (a "Security Incident"). The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including the type of data that was the subject of the Security Incident, the identity of each affected person (to the extent such information is known by CTM at the time of such notice), and a description of measures being taken to investigate and address the Security Incident. The parties agree with respect to any Security Incident that CTM shall promptly investigate the cause of such Security Incident and shall at its sole expense take all reasonable steps to (i) mitigate any harm caused to affected individuals, (ii) prevent any future reoccurrence, and (iii) comply with applicable data breach notification laws, including the provision of credit monitoring and other fraud prevention measures as required by such laws.

(e) Disposal of Client Data. During the term of this Agreement, CTM shall only retain Client Data which is necessary to continue proper management and administration of the Services or to carry out its legal responsibilities. Upon termination of this Agreement, CTM shall destroy, or if requested by Client return, all Client Data that CTM maintains in any form. Should Client Data be maintained beyond the termination of this Agreement for legitimate business purposes (e.g., CTM is required to maintain certain information that may be considered Client Data in order to comply with its recordkeeping obligations under the data retention requirements of ARC) or as may be required by law, then CTM shall limit the use, disclosure, transmittal, storage or transportation of Client Data to the specific reason requiring retention of Client Data, and the protections of this Agreement shall be extended for so long as Client Data is maintained. Once the reason for retention of Client Data has expired, Client Data will be destroyed. The obligation to destroy or return such Client Data shall not apply to electronic copies stored solely for back-up and archival purposes ("Backup Copies") that are not readily accessible by CTM. CTM will not be required to erase electronically stored Client Data that has been saved to Backup Copies in accordance with its standard electronic back-up practices, on the condition that, except as otherwise required by applicable law, (i) its personnel whose functions are not primarily information technology do not access such Backup Copies and (ii) its personnel whose functions are primarily information technology in nature access such Backup Copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). The Backup Copies shall continue to be subject to the remaining terms of this Agreement.

11. Indemnity. The parties (each an "Indemnitor") shall each indemnify and hold harmless the other party and its employees, agents, successors, and assigns (individually and collectively, "Indemnitee") from and against any and all loss, damage, liability and expense arising from any claim (collectively, "Claims") brought against Indemnitee by a third party as a result of the failure of Indemnitor to comply with its obligations under this Agreement. Further, CTM shall indemnify and hold harmless Client and its employees, agents, successors and assigns from and against any Claims brought against Client by a third party alleging that the Services provided by CTM to Client infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party.

12. Dispute Resolution; Limitation of Liability. The parties agree to act in good faith to resolve any dispute, claim or controversy arising out of or relating to this Agreement promptly by negotiations between executives who have authority to settle the controversy. Neither party shall be liable to the other party for any consequential, special, indirect, incidental, punitive, or exemplary damages of any kind, including but not limited to any damages resulting from lost revenues, loss of profits, or loss of business arising out of or in connection with this Agreement or relating to the obligations hereunder, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages. The parties further agree that the total damages that can be awarded in any claim, lawsuit, arbitration, or litigation arising out of any and all causes of action which may be alleged by one party relating to the other's obligations hereunder (other than any claim for unpaid fees and expenses) shall not exceed the amount of the Fees paid by Client to CTM in the preceding 12 months pursuant to the terms of this Agreement. THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BAD FAITH.

### 13. Miscellaneous.

(a) Governing Law. The validity and construction of this Agreement shall be governed and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the conflict of law principles thereof.

(b) Entire Agreement. This Agreement, including the initial paragraph, the recitals, and all Appendices, Exhibits, Schedules, or Attachments thereto (each of which are made a part of this Agreement by this reference), constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior oral or written understandings or agreements between the parties relating to the subject matter hereof.

(c) Relationship. The parties hereto are independent contractors, and nothing in this Agreement is to be construed to create a partnership, joint venture, agency, employment, or any other relationship between the parties, or as to make either party liable for the obligations or debts of the other.

(d) Notices. All notices required to be given under this Agreement must be in writing and delivered to the address of the applicable party set forth below its signature block (unless and until written notice is given by the applicable party in accordance with this Section to the other party at another address). Such notices may be delivered personally, by nationally recognized overnight courier service with tracking capabilities or by U.S. certified or registered mail and shall be considered as having been validly given by one party to the other: (i) on the date of delivery, if delivered personally; (ii) on the next day after delivery to the nationally recognized overnight courier service, if delivered by a nationally recognized courier service; or (iii) on the date of the party's receipt, if delivered by U.S. certified or registered mail, postage prepaid with return receipt requested:



(e) **Force Majeure (Excused Performance).** In the event performance of any obligation hereunder (except any obligation to make any payment due hereunder to the extent possible) is prevented by reason of acts of God, weather, or other phenomenon of nature, mechanical difficulties, war, act of terrorism, civil disturbances, strikes or other labor dispute, or an act of governmental authority that are beyond the reasonable control and without the fault or negligence of the affected party, making performance impossible, commercially impracticable or illegal (a "Force Majeure Event"), the affected party shall promptly notify the non-affected party thereof in writing explaining the reason for such prevention. The affected party shall be excused from performance of the impacted obligation while the Force Majeure Event continues, but for no longer period, and shall use its commercially reasonable efforts to resume performance with the least possible delay.

(f) **Survival.** The provisions of this Agreement, which, by their terms or nature, extend beyond the termination or expiration of this Agreement (e.g., confidentiality, data protection, limitation of liability, and indemnity provisions), shall survive such termination or expiration.

(g) **Counterparts.** This Agreement, including any amendments or addendums thereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission or electronic means), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

SAN BERNARDINO COUNTY

► 

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 10 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County, CA

By



**Address for Notices:**  
385 N. Arrowhead Ave.  
San Bernardino, CA 92415-0103  
Attn: Legal Department

CORPORATE TRAVEL MANAGEMENT NORTH AMERICA, INC.

DocuSigned by:  
► 

Carol Hall, Senior Vice President & General Manager

Dated: 5/21/2025

**Address for Notices:**  
2120 South 72nd Street, Suite 700  
Omaha, NE 68124  
Attention: Legal Department

## **APPENDIX A**

### **OBT Terms and Conditions (applicable if utilized through CTM)**

1. Access and use of the OBT to make an online booking with a Travel Vendor via Travel Vendor's website is restricted to Client's own internal business purpose. The owner of the OBT ("OBT Owner") (e.g., CTM in the case of Lightning, Concur Technologies, Inc. in the case of Concur, Sabre GBLBL Inc. in the case of GetThere, etc.) owns and retains all right, title, and interest in and to the following (collectively, "OBT Property"): (a) the OBT (including all site set up and configuration), and all marks, software, hardware, technology, documentation, and confidential information provided by OBT Owner in connection with the OBT; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by OBT Owner during its performance of providing the OBT to Client under this Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in subsections (a) and (b) above.
2. OBT Owner warrants that the OBT, when used for its intended purpose and in accordance with the terms of this Agreement, does not infringe upon any intellectual property right of any third party. Except as otherwise expressly authorized herein, the non-exclusive rights set forth in this Agreement are the entirety of Client's rights in connection with OBT Property.
3. By using the OBT to make online bookings with Travel Vendors: (a) certain booking data and Confidential Information of Client Traveler will be disclosed to the applicable Travel Vendor website as determined by Client or Client Traveler, including, but not limited to, Client Traveler's name and profile information, including credit card data; and (b) Client is subject to all applicable Travel Vendor website terms and conditions, including terms of use, privacy policies, restrictions, and applicable change and cancellation policies.
4. In connection with Client's use of the OBT to make online bookings with Travel Vendors, OBT Owner does not guarantee and is not responsible for: (a) the quality or performance of the Travel Vendor services or non-fulfillment by the applicable Travel Vendor; (b) the information contained in the Travel Vendor website (e.g., fares, rates, availability, etc.); (c) the accuracy of the content of the Travel Vendor website; (d) the security of Client's Confidential Information that resides in the Travel Vendor website (e.g., Client Traveler's name and profile information, credit card data, etc.); (e) changes and/or cancellations of services by a Client Traveler, including, but not limited to, lost tickets, fraud, obtaining possession of the applicable ticket (paper ticket or electronic ticket) from the applicable Travel Vendor; (f) ensuring that any purchases made are in accordance with Client's policies, procedures, and guidelines or for resolving any disputes with Client's employees and agents related thereto; or (g) payment for purchased products or services (and associated service fees).
5. Client shall not directly or indirectly do any of the following: (a) access, use, sell, distribute, sublicense, broadcast, or commercially exploit any OBT Property or any rights under this Agreement, including without limitation any access or use of any OBT Property on a service bureau basis or for any processing services beyond the scope specified in this Agreement (such as for any third parties on a rental or sharing basis); (b) use, or otherwise disclose to any third party, any OBT Owner confidential information; (c) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the OBT; (d) copy, modify, or prepare derivative works based on OBT Property; (e) reverse engineer, decompile, disassemble, or attempt to derive source code from any OBT Property; or (f) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any OBT Property.
6. Client will comply fully with all relevant export laws and regulations to assure that neither the OBT, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable law.
7. Upon the termination of this Agreement: (a) if Client seeks to continue to use the OBT, CTM will release the OBT back to OBT Owner which OBT Owner can then assign either back to Client directly or to Client's new travel management company (only applies if a third-party OBT and not Lightning); or (b) if Client seeks to discontinue use of the OBT, Client will discontinue any further use of and shall destroy or return to OBT Owner all copies of the OBT and its related documentation.
8. OBT Owner is a third party beneficiary of the provisions of this Section to this Agreement (only applies if a third-party OBT and not Lightning).

**APPENDIX B**

**Fee Schedule**

Service	Revised NASPO Fee	
<b>Full-Service Agent fee:</b>	\$ 25.00	<b>Per transaction</b>
<b>Online Transaction Fee:</b>	\$ 4.17	<b>Per transaction **Lightning Online Booking Tool (See below for other online tool pricing)</b>
<b>After Hours Fee (surcharge):</b>	\$ 20.85	<b>Per call</b>
<b>Hotel only booking <u>online</u> fee:</b>	\$ 4.17	<b>Per transaction **Lightning Online Booking Tool (See below for other online tool pricing)</b>
<b>Car rental only <u>online</u> booking fee:</b>	\$ 4.17	<b>Per transaction **Lightning Online Booking Tool (See below for other online tool pricing)</b>
<b>Hotel and car only <u>Agent Assisted</u> booking fee:</b>	\$ 6.95	<b>Per transaction</b>
<b>Additional Services and Cost</b>		
Service	Revised NASPO Fee	
Online Tool -Lightning	\$4.17	<b>Per transaction</b>
Online Tool -Concur	\$9.00	<b>Per transaction</b>
Online Tool -NuTravel	\$9.00	<b>Per transaction</b>
Online Tool -GetThere	\$9.00	<b>Per transaction</b>
Hotel or car only booking via online tool (Concur, NuTravel, GetThere)	\$9.00	<b>Per transaction</b>
Online Agent Assistance -Revert to Offline Fee	\$25.00	<b>Per agent occurrence</b>
Online Direct Connect	\$6.00	<b>Per transaction</b>
VPay Client Credit Card	\$6.50	<b>Per hotel</b>
CTM Approve (Approval Systems)	\$1.00	<b>Per reservation</b>
Refunds	\$25.00	<b>Any air ticket refunded</b>



Preferred paid seat assignments.	\$15.00	This is only charged is a Traveler wants to purchase a premium seat. This a manual process where CTM has to reach out to the airline to obtain.
Meetings & Events	Additional services for meetings if needed	See attached pricing
Human Resource Fee (one time set up charge)		starting at \$3,000
Single Sign On (SSO) (one time set up charge)		starting at \$1,500
Implementation Fee per any account less than \$500k		\$1,500 per account
Customized sites	Standard OBT setup is included this is for customization of a site	Based upon SOW
CTM Portal		None - included in services
CTM Tracker and Risk and Alerts		None - included in services
CTM Forecaster		None - included in services
CTM Hotel Bill		None - included in services
CTM Data		None - included in services

Transaction is for each individual Traveler, the (a) issuance of any air ticket, regardless if resulting from an exchange, (b) issuance of any rail ticket for a single rail trip, regardless if resulting from an exchange, (c) any single car or hotel booking, regardless of the number of rental days or room nights, and/or (d) processing of credits, refunds, and/or partial refunds relating to a previously issued ticket.



## ATTACHMENT C

### Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

### **DEFINITIONS**

**Actively supporting or opposing the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Corporate Travel Management North America, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5      No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Carol Hall, Senior Vice President & General Manager
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

Contractor's ultimate parent is publicly traded on the Australia Stock Exchange

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
CTMNA Holdings, Limited	Parent owning 100% of Contractor

6. Name of agent(s) of Contractor: N/A

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the Subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
		Carol Hall

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

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9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

## Certificate Of Completion

Envelope Id: 4EEB5B22-45A2-42AD-9088-DD5160E060B6

Status: Completed

Subject: Please Docusign: San Bernadino

Source Envelope:

Document Pages: 11

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Christina Reynoldson

Omaha, 68124

Christina.Reynoldson@travelctm.com

IP Address: 68.13.165.105

## Record Tracking

Status: Original

5/21/2025 9:09:05 AM

Holder: Christina Reynoldson

Christina.Reynoldson@travelctm.com

Location: DocuSign

## Signer Events

Carol Hall

carol.hall@travelctm.com

SVP/GM Operations

Corporate Travel Management

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
B54A6B71048A405...

Signature Adoption: Pre-selected Style

Using IP Address: 170.85.10.120

## Timestamp

Sent: 5/21/2025 9:10:22 AM

Viewed: 5/21/2025 3:46:22 PM

Signed: 5/21/2025 3:46:47 PM

## Electronic Record and Signature Disclosure:

Accepted: 5/21/2025 3:46:22 PM

ID: a0e4426c-18ed-4997-ad64-0bb4b17d60c8

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

5/21/2025 9:10:22 AM

Certified Delivered

Security Checked

5/21/2025 3:46:22 PM

Signing Complete

Security Checked

5/21/2025 3:46:47 PM

Completed

Security Checked

5/21/2025 3:46:47 PM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jim.ridder@travelctm.com](mailto:jim.ridder@travelctm.com)

**To advise Corporate Travel Management Limited of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jim.ridder@travelctm.com](mailto:jim.ridder@travelctm.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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**To request paper copies from Corporate Travel Management Limited**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jim.ridder@travelctm.com](mailto:jim.ridder@travelctm.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Corporate Travel Management Limited**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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- ii. send us an email to [jim.ridder@travelctm.com](mailto:jim.ridder@travelctm.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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