

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Aviation

**AGENDA DATE:** December 10, 2013

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña, 780-4724

**DISTRICT(S) AFFECTED:** All Districts

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Each one of these seven (7) items is a Resolution to authorize the City Manager to sign a First Amendment to Vehicle Rental Concession Agreement by and between the City of El Paso and the following concessionaires:

- a. Avis Rent A Car System, LLC
- b. Budget Rent A Car of El Paso, Inc.
- c. DTAG Operations, Inc. dba Dollar Rent A Car dba Thrifty Car Rental
- d. EAN Holdings, LLC dba Alamo Rent A Car
- e. EAN Holdings, LLC dba National Car Rental
- f. EAN Holdings, LLC dba Enterprise Rent-A-Car
- g. The Hertz Corporation dba Hertz and Advantage Rent A Car

to amend the location of the Interim Ready/Return Area and to also amend provisions related to each Concessionaires' costs, reporting obligations, and maintenance responsibilities.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

The Department of Aviation has been working on the design of a new consolidated rental car agency complex (ConRAC) since late 2012. Design of the facility is scheduled to be completed in early December 2013 with a goal of beginning construction in May 2014. The new facility is to be constructed on 18 acres directly west of the airport terminal, which includes the ready/return area that the concessionaires currently use for customers to pick up and return rental vehicles. Since the award of the concession agreements in October 2011, the plans for construction of the facility have been refined and the current plan is to relocate the Interim Ready/Return Area to the west end of the Airport's short-term parking lot for the duration of construction. The amendment reflects the new location of this area as well as establishes the rental rate for each Ready/Return Parking Space of \$35.00 per month per space plus applicable sales tax.

Per Ordinance No. 017699, on February 1, 2012, a Customer Facility Charge (CFC) of \$3.50 per rental transaction day began being collected for all vehicles rented at the El Paso International Airport (EPIA). As per the Agreement, Concessionaires began reporting and remitting CFCs collected and the reporting form failed to provide a line for the calculation of the CFC amount being remitted. At the request of the concessionaires, EPIA staff added a CFC calculation line to the Monthly Gross Revenues Reporting Form. The Department requests to memorialize this improvement in the reporting form via this amendment. Finally, the amendment corrects a typographical error in the exhibit detailing maintenance responsibilities related to inserts in the customer service counters leased by the concessionaires.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

- 10/25/2011 - Award of Vehicle Rental Concession Agreement effective December 1, 2011, under Solicitation 2011-239R to the seven (7) concessionaires listed above.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

N/A – This is a revenue-generating item

**BOARD / COMMISSION ACTION:**

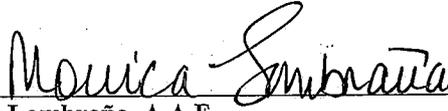
Enter appropriate comments or N/A

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Vehicle Rental Concession Agreement by and between the City of El Paso ("City") and Avis Rent A Car System, LLC ("Concessionaire") to identify the new location of the Interim Ready/Return Area and to also amend other provisions related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombrana, A.A.E.  
Director of Aviation

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**FIRST AMENDMENT TO  
VEHICLE RENTAL CONCESSION  
AGREEMENT**

This First Amendment to Vehicle Rental Concession Agreement, by and between the City of El Paso (the "City") and Avis Rent A Car System, LLC, (the "Concessionaire") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSETH**

**WHEREAS**, City entered into a Vehicle Rental Concession Agreement with Concessionaire with an effective date of December 1, 2011 (the "Agreement") for a vehicle rental business operated and conducted by the Concessionaire at the El Paso International Airport ("Airport");

**WHEREAS**, in the Agreement, the City outlined its intention to develop a consolidated rental agency complex (ConRAC) at the Airport from which all on-Airport rental car concessionaires would operate, and the proposal for the ConRAC envisioned an expanded Ready/Return Area, a consolidated Quick Turn-Around (QTA) Area, a Vehicle Maintenance Area, and an Overflow Vehicle Storage Area;

**WHEREAS**, the Concessionaire agreed it will relocate its ready/return parking spaces from the Initial Ready/Return Area to an identified Temporary Ready/Return Area as construction on the ConRAC progressed;

**WHEREAS**, as the construction plans for the ConRAC are being finalized, it has become necessary to relocate the Temporary Ready/Return Area to the western most end of the Airport's short-term parking lot; and

**WHEREAS**, the City and the Concessionaire desire to amend the Agreement to identify the new location of the Temporary Ready/Return Area, which will now be referred to as the Interim Ready/Return Area, and to also amend other provisions in the Agreement related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Section 2.01 Premises** of the Agreement identifies Exhibit C as the location of the Temporary Ready/Return Area. The City and the Concessionaire agree that the Temporary Ready/Return Area will now be identified as the Interim Ready/Return Area and that Exhibit C-1, which is attached hereto, is the Interim Ready/Return Area which will be used by the Concessionaire when it is required to relocate its ready/return operation in accordance with the terms and conditions of the Agreement.

2. **Article V Designation of Operation and Maintenance Responsibilities** of the Agreement identifies the responsibilities of the City and the Concessionaire for maintenance, cleaning and operation of the Premises as set forth in Exhibit E. The City and the Concessionaire agree that the Concessionaire has the responsibility for the "Counter insert, cabinetry, in the Terminal Building-Interior". The parties agree that Exhibit E-1, Maintenance and Service Responsibilities (Revised), which is attached hereto, will be used for the purpose of identifying the responsibilities of the City and Concessionaire in Article V of the Agreement.
  
3. **Article VI, Section 6.01.D Temporary Ready/Return Area** of the Agreement is hereby amended in its entirety to read as follows:
  - D. **Temporary Ready/Return Area.** The Concessionaire shall pay to the City, a rental for its Temporary Ready/Return Parking spaces in the Interim Ready/Return Area, the sum of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) plus applicable sales tax per month for each parking space allotted to the Concessionaire.
  
4. **Section 6.09 Records of Concessionaire** of the Agreement, identifies Exhibit D as the form the Concessionaire is required to use in submitting its monthly reports. The City collects a Customer Facility Charge (CFC) from rental car customers at the Airport to help fund the development and operation of the ConRAC. The monthly reports form has been revised to show the CFC computation. The City and the Concessionaire agree that Exhibit D-1, which is attached hereto, is the Revised Rental Car Gross Revenues and Transactions Reporting Form the Concessionaire will submit in accordance with the terms and conditions of the Agreement.
  
5. Except as expressly modified herein, all other terms and conditions of the December 1, 2011 Vehicle Rental Concession Agreement shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF this First Amendment to the Vehicle Rental Concession Agreement has been approved by the parties hereto as of the date first noted above.

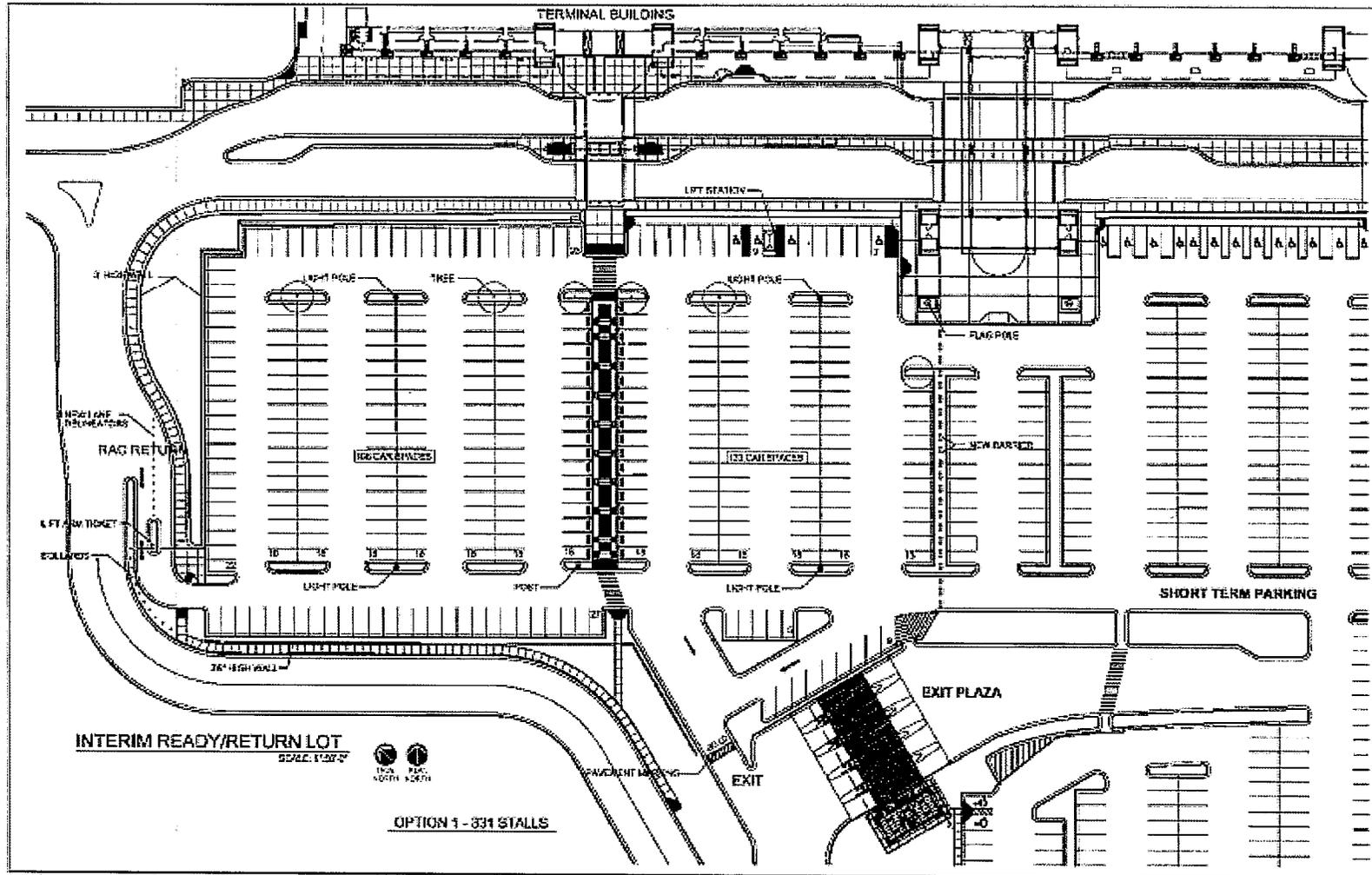
**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**





# Exhibit C-1

## Interim Ready/Return Lot



El Paso International Airport

Option 1

DW

Design Wing  
4141 FRENCH BLVD

Note: Areas are conceptual and estimated, and subject to change in location and size.

# EXHIBIT D-1 (REVISED)

## EL PASO INTERNATIONAL AIRPORT

### Rental Car Gross Revenues and Transactions Reporting Form

Company Name (As it appears on organization certificate issued by state in which company was organized):

Month/Year \_\_\_\_\_

**TOTAL REPORTED GROSS REVENUE** \$                      -

Exclusions from Gross Revenue as defined in Section 6.03\*

1. Taxes \$                      -

2. Sums for loss, conversion, disposal or abandonment of vehicles \$                      -

3. Credits, refunds, and adjustments of Transactions as shown in customer rental agreement \$                      -

4. Concession Recovery Fee \$                      -

5. Customer Facility Charge (CFC) Collected \$                      -

Total Excluded Gross Revenue: \$                      -

**TOTAL MONTHLY GROSS REVENUE** \$                      -

Total Number of Transactions \_\_\_\_\_

Total Number of Transaction Days \_\_\_\_\_

CFC Computation: \_\_\_\_\_ transaction days x \$3.50 = \$                      -

\* (1) Taxes - Any fee or other charge levied by federal, state, county or municipal governments that is explicitly identified by the taxing authority as a tax levied on the customer and required by law to be separately stated.

(2) Sums collected for damage, loss, conversion, or abandonment of Concessionaire's vehicles or for disposal of Concessionaire's damaged vehicles and related rented equipment provided that Concessionaire retains, in accordance with Section 6.09 herein, documentation from a third-party that establishes that the damage, loss, conversion, abandonment, or disposal occurred and identifies that sum collected.

**Exhibit E-1  
Maintenance and Service Responsibilities (Revised)  
Vehicle Rental Concessionaires and City of El Paso**

The following matrix identifies the responsible party (either the City or Concessionaire) who shall, at its sole cost, be responsible for the maintenance, repair, service, and/or provision of the specifically identified Premises, appurtenances, or services in connection with the operation. The City shall not be responsible for any prior or subsequent installation, appurtenance or system by Concessionaire. The City shall not be responsible for any prior or subsequent Concessionaire modification of City-provided Concessionaire Premises, appurtenance, system or service. Concessionaire shall have the duty to restore the Premises, at its sole cost, to the original condition prior to vacating Concessionaire's Premises, including the de-installation of any Concessionaire modification and Concessionaire appurtenance, system or service, at the sole discretion of the City. If Concessionaire is positively determined to have damaged Premises or misused a City-provided appurtenance or system, said Concessionaire may be charged for maintenance and repairs.

- Note 1: All installations, repairs, replacements, alterations, or improvements undertaken by Concessionaire must first be submitted for approval by the City.
- Note 2: The responsibilities of the City listed below apply to normal wear and tear only. Any damage caused by Concessionaire's negligence will be the responsibility of the Concessionaire.
- Note 3: All operations, maintenance and service responsibilities in Public Use Space is the responsibility of the City, except when damage is caused by Concessionaire's negligence.
- Note 4: City, at its sole discretion, may be able to perform certain maintenance or improvements which are Concessionaire responsibilities upon Concessionaire's written request. If the total dollar amount for maintenance or improvements performed by City is equal to or more than \$100.00, City will invoice the Concessionaire time and materials plus a \$40.00 administrative charge for such work. Work performed by the City totaling less than \$100.00 will not be charged the administrative fee.

Legend
ELP = City/Airport
RAC = Concessionaire
N/A = Not applicable

	Terminal Space	Initial Premises	Temporary Premises
OPERATIONS, MAINTENANCE AND SERVICE AREAS	Counter/ Office Area	Initial Ready/ Return Lot	Temporary Ready/ Return Lot
<b>TERMINAL BUILDING - EXTERIOR</b>			
Doors	ELP	ELP	N/A
Insulation and weather stripping	ELP	N/A	N/A
Roof	ELP	N/A	N/A
Walls and load-bearing structures	ELP	N/A	N/A
Windows	ELP	N/A	N/A
Canopies in the Ready/Return Lot	N/A	ELP	N/A
Striping of Ready/Return Lot	N/A	ELP	ELP
<b>TERMINAL BUILDING - INTERIOR</b>			
Backwall finish and signage	RAC	N/A	N/A
Counter shell/exterior casement, countertops, doors	ELP	N/A	N/A
Counter insert, cabinetry	RAC	N/A	N/A
Ceiling tiles	ELP	N/A	N/A
Doors	ELP	N/A	N/A
Flooring: Carpet and tile <sup>2</sup>	ELP	N/A	N/A
Furnishings and fixtures	RAC	N/A	N/A
HVAC: Building system maintenance and air distribution	ELP	N/A	N/A
Insulation and weather stripping	ELP	N/A	N/A
Paint and wall finishes <sup>1</sup>	ELP	N/A	N/A
Stanchions	RAC	N/A	N/A
<b>COMMUNICATIONS</b>			
Communication Lines/Conduit: To D-Mark <sup>3</sup>	RAC	N/A	N/A
Communication Lines/Conduit: From D-Mark	ELP	N/A	N/A
<b>DOOR LOCKS, LOCKSETS AND KEYS</b>			
ELP-required locks, locksets and keys <sup>4</sup>	ELP	N/A	N/A
Non-ELP required locks, locksets and keys	RAC	N/A	N/A

<b>OPERATIONS, MAINTENANCE AND SERVICE AREAS</b>	<b>Counter/ Office Area</b>	<b>Initial Ready/ Return Lot</b>	<b>Temporary Ready/ Return Lot</b>
<b>EQUIPMENT AND COMPUTER SYSTEMS</b>			
Concessionaire proprietary computer system	RAC	N/A	N/A
Broadband access	RAC	N/A	N/A
Radios, RF devices and other inventory systems	RAC	RAC	RAC
<b>FIRE ALARM SYSTEM AND OTHER EQUIPMENT</b>			
Fire alarm system	ELP	ELP	ELP
Fire extinguishers (common areas)	ELP	N/A	N/A
Fire extinguishers (exclusive areas)	RAC	RAC	RAC
<b>FIXTURES, ELECTRICAL/ENERGY</b>			
Bulb & tube replacement (real property installed)	ELP	ELP	ELP
Maintenance	ELP	ELP	ELP
Power supply protection <sup>5</sup>	RAC	RAC	RAC
<b>JANITORIAL AND RECYCLING SERVICES</b>			
Recycling of paper, plastic and cardboard	RAC	RAC	RAC
Tenant space (including counter, floors, carpets, offices)	RAC	RAC	RAC
Shampoo carpets/wax floors <sup>2</sup>	RAC	N/A	N/A
<b>PEST CONTROL</b>			
Rodents and insects <sup>6</sup>	ELP	ELP	ELP
<b>SIGNS IN TERMINAL</b>			
Counter backwall	RAC	N/A	N/A
Directional/information signage	ELP	ELP	ELP
<b>SIGNS IN READY/RETURN LOT</b>			
Individual space signs	N/A	RAC	RAC
Individual space sign posts	N/A	ELP	ELP
Directional/information signs	N/A	RAC	RAC
Directional/information sign posts	N/A	ELP	ELP
Header row signs	N/A	RAC	RAC
Header row sign posts	N/A	ELP	ELP
<b>TRASH REMOVAL &amp; RECYCLING</b>			
Trash removal <sup>7</sup>	RAC	RAC	RAC

**FOOTNOTES:**

- <sup>1</sup> City will paint walls (except backwall) in the Counter/Office Area in the Terminal Building one time during the term of the agreement. Concessionaire will be charged back for any additional paint requests.
- <sup>2</sup> City will recarpet the counter/office area at the beginning of the term of the agreement. Concessionaire will be responsible for shampooing carpets and waxing floors to maintain in clean condition. Concessionaire will be charged back for any additional carpeting requests.
- <sup>3</sup> D-mark is defined as the point in the terminal building where telecommunications lines end and the City's begin.
- <sup>4</sup> Replacement of keys will be charged back to the concessionaire.
- <sup>5</sup> Concessionaire is responsible for providing adequate power supply protection for all vital services and important equipment sensitive to voltage drops, voltage spikes, or temporary power outages as may occur from time to time.
- <sup>6</sup> Regularly scheduled service only.
- <sup>7</sup> Concessionaire will remove trash a minimum of once daily from the Counter/Office Area and Initial and Temporary Ready/Return Lot and arrange for appropriate recycling services. Trash or recyclable materials may not be disposed of in public trash receptacles.

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Vehicle Rental Concession Agreement by and between the City of El Paso ("City") and Budget Rent A Car of El Paso, Inc. ("Concessionaire") to identify the new location of the Interim Ready/Return Area and to also amend other provisions related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

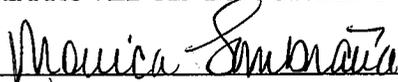
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

FIRST AMENDMENT TO  
VEHICLE RENTAL CONCESSION  
AGREEMENT

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WITNESSETH

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WHEREAS, in the Agreement, the City outlined its intention to develop a consolidated rental agency complex (ConRAC) at the Airport from which all on-Airport rental car concessionaires would operate, and the proposal for the ConRAC envisioned an expanded Ready/Return Area, a consolidated Quick Turn-Around (QTA) Area, a Vehicle Maintenance Area, and an Overflow Vehicle Storage Area;

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1. **Section 2.01 Premises** of the Agreement identifies Exhibit C as the location of the Temporary Ready/Return Area. The City and the Concessionaire agree that the Temporary Ready/Return Area will now be identified as the Interim Ready/Return Area and that Exhibit C-1, which is attached hereto, is the Interim Ready/Return Area which will be used by the Concessionaire when it is required to relocate its ready/return operation in accordance with the terms and conditions of the Agreement.

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5. Except as expressly modified herein, all other terms and conditions of the December 1, 2011 Vehicle Rental Concession Agreement shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF this First Amendment to the Vehicle Rental Concession Agreement has been approved by the parties hereto as of the date first noted above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]



CONCESSIONAIRE:  
BUDGET RENT A CAR OF EL PASO,  
INC.

By: [Signature]  
Printed Name: MICHAEL MALONEY  
Title: PRESIDENT

ACKNOWLEDGMENT

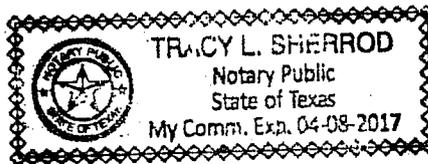
THE STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on this 21 day of Nov., 2013, by Michael Maloney as President of Budget Rent A Car of El Paso, Inc. (Concessionaire).

Tracy L. Sherrod  
Notary Public, State of Texas

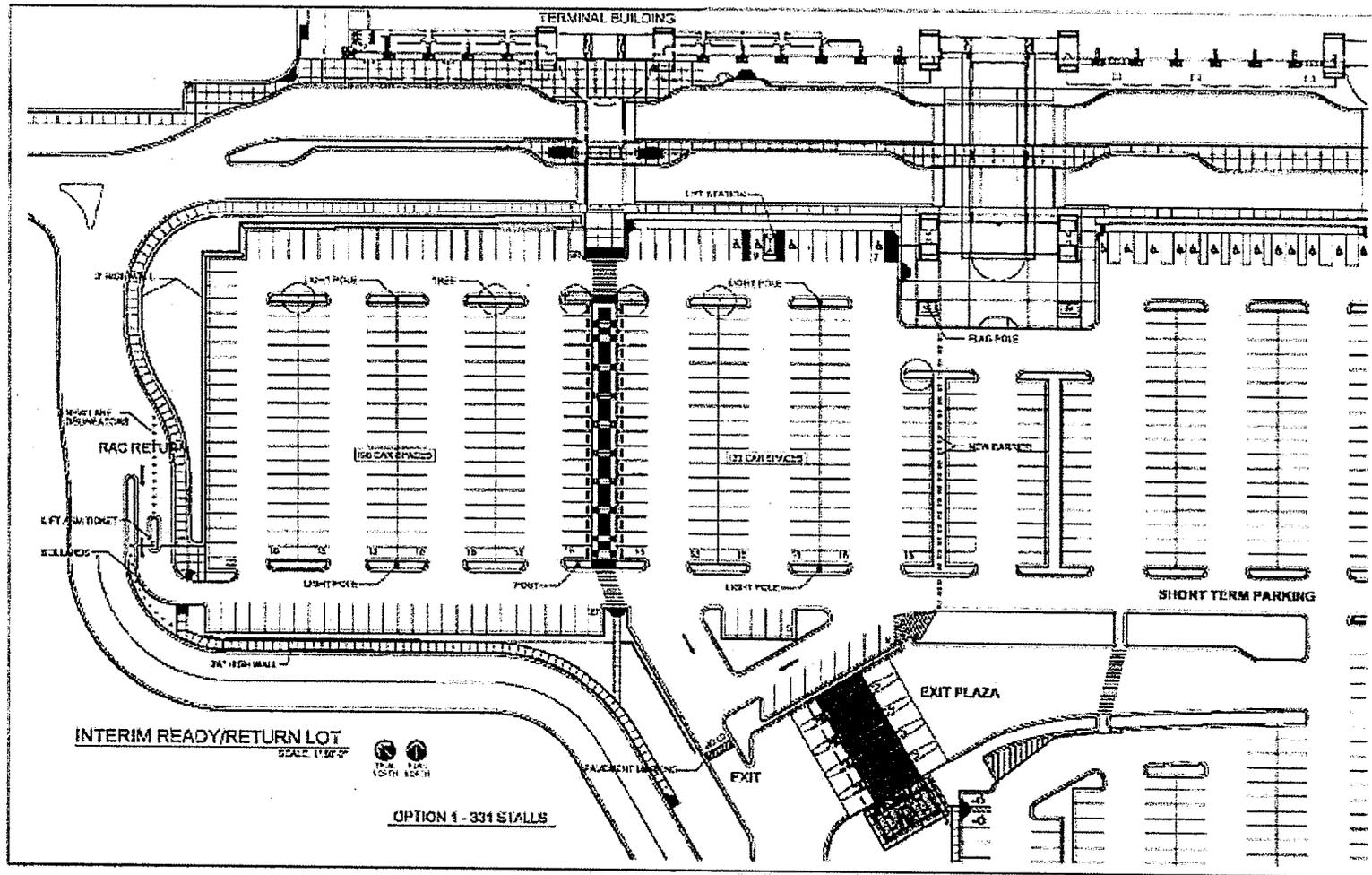
My Commission Expires:

04/08/2017



# Exhibit C-1

## Interim Ready/Return Lot



El Paso International Airport

Option 1



Note: Areas are conceptual and estimated, and subject to change in location and size.

**EXHIBIT D-1 (REVISED)**  
**EL PASO INTERNATIONAL AIRPORT**

**Rental Car Gross Revenues and Transactions Reporting Form**

Company Name (As it appears on organization certificate issued by state in which company was organized):

---

Month/Year \_\_\_\_\_

**TOTAL REPORTED GROSS REVENUE** \$ \_\_\_\_\_ -

Exclusions from Gross Revenue as defined in Section 6.03\*

1. Taxes \$ \_\_\_\_\_ -

2. Sums for loss, conversion, disposal or  
abandonment of vehicles \$ \_\_\_\_\_ -

3. Credits, refunds, and adjustments of Transactions  
as shown in customer rental agreement \$ \_\_\_\_\_ -

4. Concession Recovery Fee \$ \_\_\_\_\_ -

5. Customer Facility Charge (CFC) Collected \$ \_\_\_\_\_ -

Total Excluded Gross Revenue: \$ \_\_\_\_\_ -

**TOTAL MONTHLY GROSS REVENUE** \$ \_\_\_\_\_ -

Total Number of Transactions \_\_\_\_\_

Total Number of Transaction Days \_\_\_\_\_

CFC Computation: \_\_\_\_\_ transaction days x \$3.50 = \$ \_\_\_\_\_ -

\* (1) Taxes - Any fee or other charge levied by federal, state, county or municipal governments that is explicitly identified by the taxing authority as a tax levied on the customer and required by law to be separately stated.

(2) Sums collected for damage, loss, conversion, or abandonment of Concessionaire's vehicles or for disposal of Concessionaire's damaged vehicles and related rented equipment provided that Concessionaire retains, in accordance with Section 6.09 herein, documentation from a third-party that establishes that the damage, loss, conversion, abandonment, or disposal occurred and identifies that sum collected.

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Maintenance and Service Responsibilities (Revised)  
Vehicle Rental Concessionaires and City of El Paso**

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Legend
ELP = City/Airport
RAC = Concessionaire
N/A = Not applicable

	Terminal Space	Initial Premises	Temporary Premises
OPERATIONS, MAINTENANCE AND SERVICE AREAS	Counter/ Office Area	Initial Ready/ Return Lot	Temporary Ready/ Return Lot
<b>TERMINAL BUILDING - EXTERIOR</b>			
Doors	ELP	ELP	N/A
Insulation and weather stripping	ELP	N/A	N/A
Roof	ELP	N/A	N/A
Walls and load-bearing structures	ELP	N/A	N/A
Windows	ELP	N/A	N/A
Canopies in the Ready/Return Lot	N/A	ELP	N/A
Striping of Ready/Return Lot	N/A	ELP	ELP
<b>TERMINAL BUILDING - INTERIOR</b>			
Backwall finish and signage	RAC	N/A	N/A
Counter shell/exterior casement, countertops, doors	ELP	N/A	N/A
Counter insert, cabinetry	RAC	N/A	N/A
Ceiling tiles	ELP	N/A	N/A
Doors	ELP	N/A	N/A
Flooring: Carpet and tile <sup>2</sup>	ELP	N/A	N/A
Furnishings and fixtures	RAC	N/A	N/A
HVAC: Building system maintenance and air distribution	ELP	N/A	N/A
Insulation and weather stripping	ELP	N/A	N/A
Paint and wall finishes <sup>1</sup>	ELP	N/A	N/A
Stanchions	RAC	N/A	N/A
<b>COMMUNICATIONS</b>			
Communication Lines/Conduit: To D-Mark <sup>3</sup>	RAC	N/A	N/A
Communication Lines/Conduit: From D-Mark	ELP	N/A	N/A
<b>DOOR LOCKS, LOCKSETS AND KEYS</b>			
ELP-required locks, locksets and keys <sup>4</sup>	ELP	N/A	N/A
Non-ELP required locks, locksets and keys	RAC	N/A	N/A

<b>OPERATIONS, MAINTENANCE AND SERVICE AREAS</b>	<b>Counter/ Office Area</b>	<b>Initial Ready/ Return Lot</b>	<b>Temporary Ready/ Return Lot</b>
<b>EQUIPMENT AND COMPUTER SYSTEMS</b>			
Concessionaire proprietary computer system	RAC	N/A	N/A
Broadband access	RAC	N/A	N/A
Radios, RF devices and other inventory systems	RAC	RAC	RAC
<b>FIRE-ALARM SYSTEM AND OTHER EQUIPMENT</b>			
Fire alarm system	ELP	ELP	ELP
Fire extinguishers (common areas)	ELP	N/A	N/A
Fire extinguishers (exclusive areas)	RAC	RAC	RAC
<b>FIXTURES, ELECTRICAL/ENERGY</b>			
Bulb & tube replacement (real property installed)	ELP	ELP	ELP
Maintenance	ELP	ELP	ELP
Power supply protection <sup>5</sup>	RAC	RAC	RAC
<b>JANITORIAL AND RECYCLING SERVICES</b>			
Recycling of paper, plastic and cardboard	RAC	RAC	RAC
Tenant space (including counter, floors, carpets, offices)	RAC	RAC	RAC
Shampoo carpets/wax floors <sup>2</sup>	RAC	N/A	N/A
<b>PEST CONTROL</b>			
Rodents and insects <sup>6</sup>	ELP	ELP	ELP
<b>SIGNS IN TERMINAL</b>			
Counter backwall	RAC	N/A	N/A
Directional/information signage	ELP	ELP	ELP
<b>SIGNS IN READY/RETURN LOT</b>			
Individual space signs	N/A	RAC	RAC
Individual space sign posts	N/A	ELP	ELP
Directional/information signs	N/A	RAC	RAC
Directional/information sign posts	N/A	ELP	ELP
Header row signs	N/A	RAC	RAC
Header row sign posts	N/A	ELP	ELP
<b>TRASH REMOVAL &amp; RECYCLING</b>			
Trash removal <sup>7</sup>	RAC	RAC	RAC

**FOOTNOTES:**

- <sup>1</sup> City will paint walls (except backwall) in the Counter/Office Area in the Terminal Building one time during the term of the agreement. Concessionaire will be charged back for any additional paint requests.
- <sup>2</sup> City will recarpet the counter/office area at the beginning of the term of the agreement. Concessionaire will be responsible for shampooing carpets and waxing floors to maintain in clean condition. Concessionaire will be charged back for any additional carpeting requests.
- <sup>3</sup> D-mark is defined as the point in the terminal building where telecommunications lines end and the City's begin.
- <sup>4</sup> Replacement of keys will be charged back to the concessionaire.
- <sup>5</sup> Concessionaire is responsible for providing adequate power supply protection for all vital services and important equipment sensitive to voltage drops, voltage spikes, or temporary power outages as may occur from time to time.
- <sup>6</sup> Regularly scheduled service only.
- <sup>7</sup> Concessionaire will remove trash a minimum of once daily from the Counter/Office Area and Initial and Temporary Ready/Return Lot and arrange for appropriate recycling services. Trash or recyclable materials may not be disposed of in public trash receptacles.

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Vehicle Rental Concession Agreement by and between the City of El Paso ("City") and DTG Operations, Inc. dba Dollar Rent A Car and Thrifty Car Rental ("Concessionaire") to identify the new location of the Interim Ready/Return Area and to also amend other provisions related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

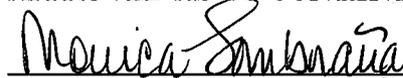
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**FIRST AMENDMENT TO  
VEHICLE RENTAL CONCESSION  
AGREEMENT**

This First Amendment to Vehicle Rental Concession Agreement, by and between the City of El Paso (the "City") and DTG Operations, Inc. dba Dollar Rent A Car and Thrifty Car Rental, (the "Concessionaire") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSETH**

**WHEREAS**, City entered into a Vehicle Rental Concession Agreement with Concessionaire with an effective date of December 1, 2011 (the "Agreement") for a vehicle rental business operated and conducted by the Concessionaire at the El Paso International Airport ("Airport");

**WHEREAS**, in the Agreement, the City outlined its intention to develop a consolidated rental agency complex (ConRAC) at the Airport from which all on-Airport rental car concessionaires would operate, and the proposal for the ConRAC envisioned an expanded Ready/Return Area, a consolidated Quick Turn-Around (QTA) Area, a Vehicle Maintenance Area, and an Overflow Vehicle Storage Area;

**WHEREAS**, the Concessionaire agreed it will relocate its ready/return parking spaces from the Initial Ready/Return Area to an identified Temporary Ready/Return Area as construction on the ConRAC progressed;

**WHEREAS**, as the construction plans for the ConRAC are being finalized, it has become necessary to relocate the Temporary Ready/Return Area to the western most end of the Airport's short-term parking lot; and

**WHEREAS**, the City and the Concessionaire desire to amend the Agreement to identify the new location of the Temporary Ready/Return Area, which will now be referred to as the Interim Ready/Return Area, and to also amend other provisions in the Agreement related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Section 2.01 Premises** of the Agreement identifies Exhibit C as the location of the Temporary Ready/Return Area. The City and the Concessionaire agree that the Temporary Ready/Return Area will now be identified as the Interim Ready/Return Area and that Exhibit C-1, which is attached hereto, is the Interim Ready/Return Area which will be used by the Concessionaire when it is required to relocate its ready/return operation in accordance with the terms and conditions of the Agreement.

2. **Article V Designation of Operation and Maintenance Responsibilities** of the Agreement identifies the responsibilities of the City and the Concessionaire for maintenance, cleaning and operation of the Premises as set forth in Exhibit E. The City and the Concessionaire agree that the Concessionaire has the responsibility for the "Counter insert, cabinetry, in the Terminal Building-Interior". The parties agree that Exhibit E-1, Maintenance and Service Responsibilities (Revised), which is attached hereto, will be used for the purpose of identifying the responsibilities of the City and Concessionaire in Article V of the Agreement.
  
3. **Article VI, Section 6.01.D Temporary Ready/Return Area** of the Agreement is hereby amended in its entirety to read as follows:
  - D. **Temporary Ready/Return Area.** The Concessionaire shall pay to the City, a rental for its Temporary Ready/Return Parking spaces in the Interim Ready/Return Area, the sum of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) plus applicable sales tax per month for each parking space allotted to the Concessionaire.
  
4. **Section 6.09 Records of Concessionaire** of the Agreement, identifies Exhibit D as the form the Concessionaire is required to use in submitting its monthly reports. The City collects a Customer Facility Charge (CFC) from rental car customers at the Airport to help fund the development and operation of the ConRAC. The monthly reports form has been revised to show the CFC computation. The City and the Concessionaire agree that Exhibit D-1, which is attached hereto, is the Revised Rental Car Gross Revenues and Transactions Reporting Form the Concessionaire will submit in accordance with the terms and conditions of the Agreement.
  
5. Except as expressly modified herein, all other terms and conditions of the December 1, 2011 Vehicle Rental Concession Agreement shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF this First Amendment to the Vehicle Rental Concession Agreement has been approved by the parties hereto as of the date first noted above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**CITY: CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Monica Lombrafia, A. A. E.  
Director of Aviation

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**    )  
  )  
**COUNTY OF EL PASO**    )

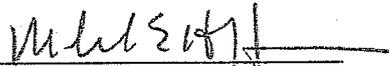
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by **Joyce A. Wilson as City Manager of the City of El Paso (City).**

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
  
\_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONCESSIONAIRE:  
DTG OPERATIONS, INC.  
dba Dollar Rent A Car and  
dba Thrifty Car Rental

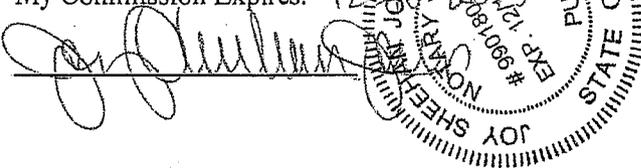
  
Printed Name: Michael E. Holdgrafer  
Title: VP, Real Estate & Concessions

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA )  
COUNTY OF TULSA )

This instrument was acknowledged before me on this 26 day of November, 2011,  
by Michael E. Holdgrafer as VP, Real Estate & Concessions on behalf of DTG Operations, Inc., dba  
Dollar Rent A Car and dba Thrifty Car Rental (Concessionaire).

My Commission Expires: 12





# EXHIBIT D-1 (REVISED)

## EL PASO INTERNATIONAL AIRPORT

### Rental Car Gross Revenues and Transactions Reporting Form

Company Name (As it appears on organization certificate issued by state in which company was organized):

---

Month/Year \_\_\_\_\_

**TOTAL REPORTED GROSS REVENUE** \$ \_\_\_\_\_ -

Exclusions from Gross Revenue as defined in Section 6.03\*

1. Taxes \$ \_\_\_\_\_ -

2. Sums for loss, conversion, disposal or abandonment of vehicles \$ \_\_\_\_\_ -

3. Credits, refunds, and adjustments of Transactions as shown in customer rental agreement \$ \_\_\_\_\_ -

4. Concession Recovery Fee \$ \_\_\_\_\_ -

5. Customer Facility Charge (CFC) Collected \$ \_\_\_\_\_ -

Total Excluded Gross Revenue: \$ \_\_\_\_\_ -

**TOTAL MONTHLY GROSS REVENUE** \$ \_\_\_\_\_ -

Total Number of Transactions \_\_\_\_\_

Total Number of Transaction Days \_\_\_\_\_

CFC Computation: \_\_\_\_\_ transaction days x \$3.50 = \$ \_\_\_\_\_ -

\* (1) Taxes - Any fee or other charge levied by federal, state, county or municipal governments that is explicitly identified by the taxing authority as a tax levied on the customer and required by law to be separately stated.

(2) Sums collected for damage, loss, conversion, or abandonment of Concessionaire's vehicles or for disposal of Concessionaire's damaged vehicles and related rented equipment provided that Concessionaire retains, in accordance with Section 6.09 herein, documentation from a third-party that establishes that the damage, loss, conversion, abandonment, or disposal occurred and identifies that sum collected.

**Exhibit E-1  
Maintenance and Service Responsibilities (Revised)  
Vehicle Rental Concessionaires and City of El Paso**

The following matrix identifies the responsible party (either the City or Concessionaire) who shall, at its sole cost, be responsible for the maintenance, repair, service, and/or provision of the specifically identified Premises, appurtenances, or services in connection with the operation. The City shall not be responsible for any prior or subsequent installation, appurtenance or system by Concessionaire. The City shall not be responsible for any prior or subsequent Concessionaire modification of City-provided Concessionaire Premises, appurtenance, system or service. Concessionaire shall have the duty to restore the Premises, at its sole cost, to the original condition prior to vacating Concessionaire's Premises, including the de-installation of any Concessionaire modification and Concessionaire appurtenance, system or service, at the sole discretion of the City. If Concessionaire is positively determined to have damaged Premises or misused a City-provided appurtenance or system, said Concessionaire may be charged for maintenance and repairs.

Note 1: All installations, repairs, replacements, alterations, or improvements undertaken by Concessionaire must first be submitted for approval by the City.

Note 2: The responsibilities of the City listed below apply to normal wear and tear only. Any damage caused by Concessionaire's negligence will be the responsibility of the Concessionaire.

Note 3: All operations, maintenance and service responsibilities in Public Use Space is the responsibility of the City, except when damage is caused by Concessionaire's negligence.

Note 4: City, at its sole discretion, may be able to perform certain maintenance or improvements which are Concessionaire responsibilities upon Concessionaire's written request. If the total dollar amount for maintenance or improvements performed by City is equal to or more than \$100.00, City will invoice the Concessionaire time and materials plus a \$40.00 administrative charge for such work. Work performed by the City totaling less than \$100.00 will not be charged the administrative fee.

Legend
ELP = City/Airport
RAC = Concessionaire
N/A = Not applicable

	Terminal Space	Initial Premises	Temporary Premises
OPERATIONS, MAINTENANCE AND SERVICE AREAS	Counter/ Office Area	Initial Ready/ Return/Lot	Temporary Ready/ Return/Lot
<b>TERMINAL BUILDING - EXTERIOR</b>			
Doors	ELP	ELP	N/A
Insulation and weather stripping	ELP	N/A	N/A
Roof	ELP	N/A	N/A
Walls and load-bearing structures	ELP	N/A	N/A
Windows	ELP	N/A	N/A
Canopies in the Ready/Return Lot	N/A	ELP	N/A
Striping of Ready/Return Lot	N/A	ELP	ELP
<b>TERMINAL BUILDING - INTERIOR</b>			
Backwall finish and signage	RAC	N/A	N/A
Counter shell/exterior casement, countertops, doors	ELP	N/A	N/A
Counter insert, cabinetry	RAC	N/A	N/A
Ceiling tiles	ELP	N/A	N/A
Doors	ELP	N/A	N/A
Flooring: Carpet and tile <sup>2</sup>	ELP	N/A	N/A
Furnishings and fixtures	RAC	N/A	N/A
HVAC: Building system maintenance and air distribution	ELP	N/A	N/A
Insulation and weather stripping	ELP	N/A	N/A
Paint and wall finishes <sup>1</sup>	ELP	N/A	N/A
Stanchions	RAC	N/A	N/A
<b>COMMUNICATIONS</b>			
Communication Lines/Conduit: To D-Mark <sup>3</sup>	RAC	N/A	N/A
Communication Lines/Conduit: From D-Mark	ELP	N/A	N/A
<b>DOOR LOCKS, LOCKSETS AND KEYS</b>			
ELP-required locks, locksets and keys <sup>4</sup>	ELP	N/A	N/A
Non-ELP required locks, locksets and keys	RAC	N/A	N/A

<b>OPERATIONS, MAINTENANCE AND SERVICE AREAS</b>	<b>Counter/ Office Area</b>	<b>Initial Ready/ Return Lot</b>	<b>Temporary Ready/ Return Lot</b>
<b>EQUIPMENT AND COMPUTER SYSTEMS</b>			
Concessionaire proprietary computer system	RAC	N/A	N/A
Broadband access	RAC	N/A	N/A
Radios, RF devices and other inventory systems	RAC	RAC	RAC
<b>FIRE ALARM SYSTEM AND OTHER EQUIPMENT</b>			
Fire alarm system	ELP	ELP	ELP
Fire extinguishers (common areas)	ELP	N/A	N/A
Fire extinguishers (exclusive areas)	RAC	RAC	RAC
<b>FIXTURES, ELECTRICAL/ENERGY</b>			
Bulb & tube replacement (real property installed)	ELP	ELP	ELP
Maintenance	ELP	ELP	ELP
Power supply protection <sup>5</sup>	RAC	RAC	RAC
<b>JANITORIAL AND RECYCLING SERVICES</b>			
Recycling of paper, plastic and cardboard	RAC	RAC	RAC
Tenant space (including counter, floors, carpets, offices)	RAC	RAC	RAC
Shampoo carpets/wax floors <sup>2</sup>	RAC	N/A	N/A
<b>PEST CONTROL</b>			
Rodents and insects <sup>6</sup>	ELP	ELP	ELP
<b>SIGNS IN TERMINAL</b>			
Counter backwall	RAC	N/A	N/A
Directional/information signage	ELP	ELP	ELP
<b>SIGNS IN READY/RETURN LOT</b>			
Individual space signs	N/A	RAC	RAC
Individual space sign posts	N/A	ELP	ELP
Directional/information signs	N/A	RAC	RAC
Directional/information sign posts	N/A	ELP	ELP
Header row signs	N/A	RAC	RAC
Header row sign posts	N/A	ELP	ELP
<b>TRASH REMOVAL &amp; RECYCLING</b>			
Trash removal <sup>7</sup>	RAC	RAC	RAC

**FOOTNOTES:**

- <sup>1</sup> City will paint walls (except backwall) in the Counter/Office Area in the Terminal Building one time during the term of the agreement. Concessionaire will be charged back for any additional paint requests.
- <sup>2</sup> City will recarpet the counter/office area at the beginning of the term of the agreement. Concessionaire will be responsible for shampooing carpets and waxing floors to maintain in clean condition. Concessionaire will be charged back for any additional carpeting requests.
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- <sup>7</sup> Concessionaire will remove trash a minimum of once daily from the Counter/Office Area and Initial and Temporary Ready/Return Lot and arrange for appropriate recycling services. Trash or recyclable materials may not be disposed of in public trash receptacles.

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Vehicle Rental Concession Agreement by and between the City of El Paso ("City") and EAN Holdings, LLC dba Enterprise Rent-A-Car ("Concessionaire") to identify the new location of the Interim Ready/Return Area and to also amend other provisions related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**FIRST AMENDMENT TO  
VEHICLE RENTAL CONCESSION  
AGREEMENT**

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**WITNESSETH**

**WHEREAS**, City entered into a Vehicle Rental Concession Agreement with Concessionaire with an effective date of December 1, 2011 (the "Agreement") for a vehicle rental business operated and conducted by the Concessionaire at the El Paso International Airport ("Airport");

**WHEREAS**, in the Agreement, the City outlined its intention to develop a consolidated rental agency complex (ConRAC) at the Airport from which all on-Airport rental car concessionaires would operate, and the proposal for the ConRAC envisioned an expanded Ready/Return Area, a consolidated Quick Turn-Around (QTA) Area, a Vehicle Maintenance Area, and an Overflow Vehicle Storage Area;

**WHEREAS**, the Concessionaire agreed it will relocate its ready/return parking spaces from the Initial Ready/Return Area to an identified Temporary Ready/Return Area as construction on the ConRAC progressed;

**WHEREAS**, as the construction plans for the ConRAC are being finalized, it has become necessary to relocate the Temporary Ready/Return Area to the western most end of the Airport's short-term parking lot; and

**WHEREAS**, the City and the Concessionaire desire to amend the Agreement to identify the new location of the Temporary Ready/Return Area, which will now be referred to as the Interim Ready/Return Area, and to also amend other provisions in the Agreement related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Section 2.01 Premises** of the Agreement identifies Exhibit C as the location of the Temporary Ready/Return Area. The City and the Concessionaire agree that the Temporary Ready/Return Area will now be identified as the Interim Ready/Return Area and that Exhibit C-1, which is attached hereto, is the Interim Ready/Return Area which will be used by the Concessionaire when it is required to relocate its ready/return operation in accordance with the terms and conditions of the Agreement.

2. **Article V Designation of Operation and Maintenance Responsibilities** of the Agreement identifies the responsibilities of the City and the Concessionaire for maintenance, cleaning and operation of the Premises as set forth in Exhibit E. The City and the Concessionaire agree that the Concessionaire has the responsibility for the "Counter insert, cabinetry, in the Terminal Building-Interior". The parties agree that Exhibit E-1, Maintenance and Service Responsibilities (Revised), which is attached hereto, will be used for the purpose of identifying the responsibilities of the City and Concessionaire in Article V of the Agreement.
3. **Article VI, Section 6.01.D Temporary Ready/Return Area** of the Agreement is hereby amended in its entirety to read as follows:
  - D. **Temporary Ready/Return Area.** The Concessionaire shall pay to the City, a rental for its Temporary Ready/Return Parking spaces in the Interim Ready/Return Area, the sum of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) plus applicable sales tax per month for each parking space allotted to the Concessionaire.
4. **Section 6.09 Records of Concessionaire** of the Agreement, identifies Exhibit D as the form the Concessionaire is required to use in submitting its monthly reports. The City collects a Customer Facility Charge (CFC) from rental car customers at the Airport to help fund the development and operation of the ConRAC. The monthly reports form has been revised to show the CFC computation. The City and the Concessionaire agree that Exhibit D-1, which is attached hereto, is the Revised Rental Car Gross Revenues and Transactions Reporting Form the Concessionaire will submit in accordance with the terms and conditions of the Agreement.
5. Except as expressly modified herein, all other terms and conditions of the December 1, 2011 Vehicle Rental Concession Agreement shall remain in full force and effect and shall remain as written.

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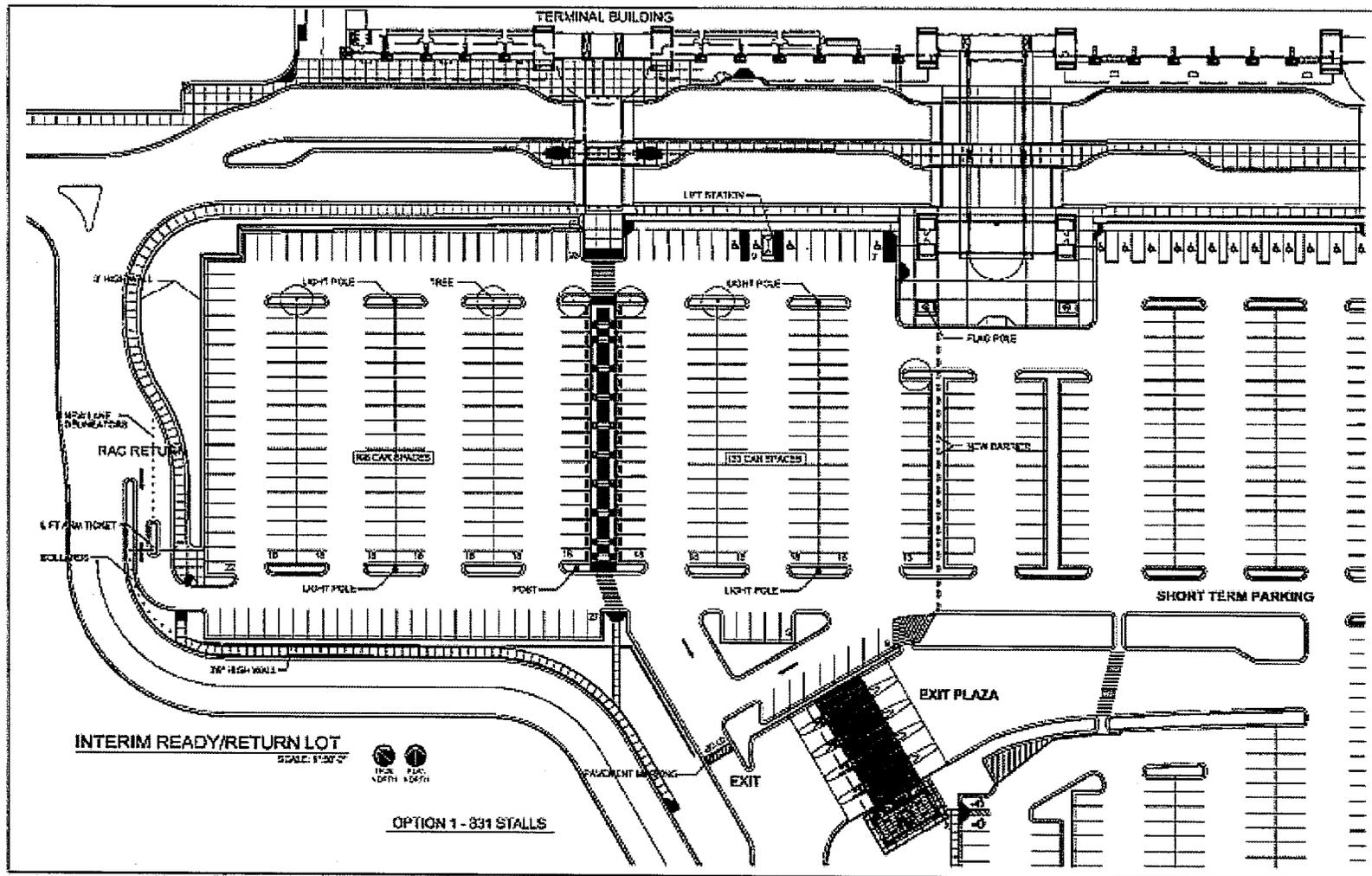
**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**





# Exhibit C-1

## Interim Ready/Return Lot



El Paso International Airport

Option 1



DW  
Dennis W. Wong  
ARCHITECTS

Note: Areas are conceptual and estimated, and subject to change in location and size.



**Exhibit E-1  
Maintenance and Service Responsibilities (Revised)  
Vehicle Rental Concessionaires and City of El Paso**

The following matrix identifies the responsible party (either the City or Concessionaire) who shall, at its sole cost, be responsible for the maintenance, repair, service, and/or provision of the specifically identified Premises, appurtenances, or services in connection with the operation. The City shall not be responsible for any prior or subsequent installation, appurtenance or system by Concessionaire. The City shall not be responsible for any prior or subsequent Concessionaire modification of City-provided Concessionaire Premises, appurtenance, system or service. Concessionaire shall have the duty to restore the Premises, at its sole cost, to the original condition prior to vacating Concessionaire's Premises, including the de-installation of any Concessionaire modification and Concessionaire appurtenance, system or service, at the sole discretion of the City. If Concessionaire is positively determined to have damaged Premises or misused a City-provided appurtenance or system, said Concessionaire may be charged for maintenance and repairs.

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- Note 4: City, at its sole discretion, may be able to perform certain maintenance or improvements which are Concessionaire responsibilities upon Concessionaire's written request. If the total dollar amount for maintenance or improvements performed by City is equal to or more than \$100.00, City will invoice the Concessionaire time and materials plus a \$40.00 administrative charge for such work. Work performed by the City totaling less than \$100.00 will not be charged the administrative fee.

Legend
ELP = City/Airport
RAC = Concessionaire
N/A = Not applicable

	Terminal Space	Initial Premises	Temporary Premises
OPERATIONS, MAINTENANCE AND SERVICE AREAS	Counter/ Office Area	Initial Ready/ Return Lot	Temporary Ready/ Return Lot
<b>TERMINAL BUILDING - EXTERIOR</b>			
Doors	ELP	ELP	N/A
Insulation and weather stripping	ELP	N/A	N/A
Roof	ELP	N/A	N/A
Walls and load-bearing structures	ELP	N/A	N/A
Windows	ELP	N/A	N/A
Canopies in the Ready/Return Lot	N/A	ELP	N/A
Striping of Ready/Return Lot	N/A	ELP	ELP
<b>TERMINAL BUILDING - INTERIOR</b>			
Backwall finish and signage	RAC	N/A	N/A
Counter shell/exterior casement, countertops, doors	ELP	N/A	N/A
Counter insert, cabinetry	RAC	N/A	N/A
Ceiling tiles	ELP	N/A	N/A
Doors	ELP	N/A	N/A
Flooring: Carpet and tile <sup>2</sup>	ELP	N/A	N/A
Furnishings and fixtures	RAC	N/A	N/A
HVAC: Building system maintenance and air distribution	ELP	N/A	N/A
Insulation and weather stripping	ELP	N/A	N/A
Paint and wall finishes <sup>1</sup>	ELP	N/A	N/A
Stanchions	RAC	N/A	N/A
<b>COMMUNICATIONS</b>			
Communication Lines/Conduit: To D-Mark <sup>3</sup>	RAC	N/A	N/A
Communication Lines/Conduit: From D-Mark	ELP	N/A	N/A
<b>DOOR LOCKS, LOCKSETS AND KEYS</b>			
ELP-required locks, locksets and keys <sup>4</sup>	ELP	N/A	N/A
Non-ELP required locks, locksets and keys	RAC	N/A	N/A

<b>OPERATIONS, MAINTENANCE AND SERVICE AREAS</b>	<b>Counter/ Office Area</b>	<b>Initial Ready/ Return Lot</b>	<b>Temporary Ready/ Return Lot</b>
<b>EQUIPMENT AND COMPUTER SYSTEMS</b>			
Concessionaire proprietary computer system	RAC	N/A	N/A
Broadband access	RAC	N/A	N/A
Radios, RF devices and other inventory systems	RAC	RAC	RAC
<b>FIRE ALARM SYSTEM AND OTHER EQUIPMENT</b>			
Fire alarm system	ELP	ELP	ELP
Fire extinguishers (common areas)	ELP	N/A	N/A
Fire extinguishers (exclusive areas)	RAC	RAC	RAC
<b>FIXTURES, ELECTRICAL/ENERGY</b>			
Bulb & tube replacement (real property installed)	ELP	ELP	ELP
Maintenance	ELP	ELP	ELP
Power supply protection <sup>5</sup>	RAC	RAC	RAC
<b>JANITORIAL AND RECYCLING SERVICES</b>			
Recycling of paper, plastic and cardboard	RAC	RAC	RAC
Tenant space (including counter, floors, carpets, offices)	RAC	RAC	RAC
Shampoo carpets/wax floors <sup>2</sup>	RAC	N/A	N/A
<b>PEST CONTROL</b>			
Rodents and insects <sup>6</sup>	ELP	ELP	ELP
<b>SIGNS IN TERMINAL</b>			
Counter backwall	RAC	N/A	N/A
Directional/information signage	ELP	ELP	ELP
<b>SIGNS IN READY/RETURN LOT</b>			
Individual space signs	N/A	RAC	RAC
Individual space sign posts	N/A	ELP	ELP
Directional/information signs	N/A	RAC	RAC
Directional/information sign posts	N/A	ELP	ELP
Header row signs	N/A	RAC	RAC
Header row sign posts	N/A	ELP	ELP
<b>TRASH REMOVAL &amp; RECYCLING</b>			
Trash removal <sup>7</sup>	RAC	RAC	RAC

**FOOTNOTES:**

- <sup>1</sup> City will paint walls (except backwall) in the Counter/Office Area in the Terminal Building one time during the term of the agreement. Concessionaire will be charged back for any additional paint requests.
- <sup>2</sup> City will recarpet the counter/office area at the beginning of the term of the agreement. Concessionaire will be responsible for shampooing carpets and waxing floors to maintain in clean condition. Concessionaire will be charged back for any additional carpeting requests.
- <sup>3</sup> D-mark is defined as the point in the terminal building where telecommunications lines end and the City's begin.
- <sup>4</sup> Replacement of keys will be charged back to the concessionaire.
- <sup>5</sup> Concessionaire is responsible for providing adequate power supply protection for all vital services and important equipment sensitive to voltage drops, voltage spikes, or temporary power outages as may occur from time to time.
- <sup>6</sup> Regularly scheduled service only.
- <sup>7</sup> Concessionaire will remove trash a minimum of once daily from the Counter/Office Area and Initial and Temporary Ready/Return Lot and arrange for appropriate recycling services. Trash or recyclable materials may not be disposed of in public trash receptacles.

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Vehicle Rental Concession Agreement by and between the City of El Paso ("City") and EAN Holdings, LLC dba National Car Rental ("Concessionaire") to identify the new location of the Interim Ready/Return Area and to also amend other provisions related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )            **FIRST AMENDMENT TO  
VEHICLE RENTAL CONCESSION  
AGREEMENT**

This First Amendment to Vehicle Rental Concession Agreement, by and between the City of El Paso (the "City") and EAN Holdings, LLC dba National Car Rental (the "Concessionaire") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSETH**

**WHEREAS**, City entered into a Vehicle Rental Concession Agreement with Concessionaire with an effective date of December 1, 2011 (the "Agreement") for a vehicle rental business operated and conducted by the Concessionaire at the El Paso International Airport ("Airport");

**WHEREAS**, in the Agreement, the City outlined its intention to develop a consolidated rental agency complex (ConRAC) at the Airport from which all on-Airport rental car concessionaires would operate, and the proposal for the ConRAC envisioned an expanded Ready/Return Area, a consolidated Quick Turn-Around (QTA) Area, a Vehicle Maintenance Area, and an Overflow Vehicle Storage Area;

**WHEREAS**, the Concessionaire agreed it will relocate its ready/return parking spaces from the Initial Ready/Return Area to an identified Temporary Ready/Return Area as construction on the ConRAC progressed;

**WHEREAS**, as the construction plans for the ConRAC are being finalized, it has become necessary to relocate the Temporary Ready/Return Area to the western most end of the Airport's short-term parking lot; and

**WHEREAS**, the City and the Concessionaire desire to amend the Agreement to identify the new location of the Temporary Ready/Return Area, which will now be referred to as the Interim Ready/Return Area, and to also amend other provisions in the Agreement related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Section 2.01 Premises** of the Agreement identifies Exhibit C as the location of the Temporary Ready/Return Area. The City and the Concessionaire agree that the Temporary Ready/Return Area will now be identified as the Interim Ready/Return Area and that Exhibit C-1, which is attached hereto, is the Interim Ready/Return Area which will be used by the Concessionaire when it is required to relocate its ready/return operation in accordance with the terms and conditions of the Agreement.

2. **Article V Designation of Operation and Maintenance Responsibilities** of the Agreement identifies the responsibilities of the City and the Concessionaire for maintenance, cleaning and operation of the Premises as set forth in Exhibit E. The City and the Concessionaire agree that the Concessionaire has the responsibility for the "Counter insert, cabinetry, in the Terminal Building-Interior". The parties agree that Exhibit E-1, Maintenance and Service Responsibilities (Revised), which is attached hereto, will be used for the purpose of identifying the responsibilities of the City and Concessionaire in Article V of the Agreement.
3. **Article VI, Section 6.01.D Temporary Ready/Return Area** of the Agreement is hereby amended in its entirety to read as follows:
  - D. **Temporary Ready/Return Area.** The Concessionaire shall pay to the City, a rental for its Temporary Ready/Return Parking spaces in the Interim Ready/Return Area, the sum of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) plus applicable sales tax per month for each parking space allotted to the Concessionaire.
4. **Section 6.09 Records of Concessionaire** of the Agreement, identifies Exhibit D as the form the Concessionaire is required to use in submitting its monthly reports. The City collects a Customer Facility Charge (CFC) from rental car customers at the Airport to help fund the development and operation of the ConRAC. The monthly reports form has been revised to show the CFC computation. The City and the Concessionaire agree that Exhibit D-1, which is attached hereto, is the Revised Rental Car Gross Revenues and Transactions Reporting Form the Concessionaire will submit in accordance with the terms and conditions of the Agreement.
5. Except as expressly modified herein, all other terms and conditions of the December 1, 2011 Vehicle Rental Concession Agreement shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF this First Amendment to the Vehicle Rental Concession Agreement has been approved by the parties hereto as of the date first noted above.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

CITY: CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

  
\_\_\_\_\_  
Monica Lombraña, A. A. E.  
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by  
Joyce A. Wilson as City Manager of the City of El Paso (City).

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

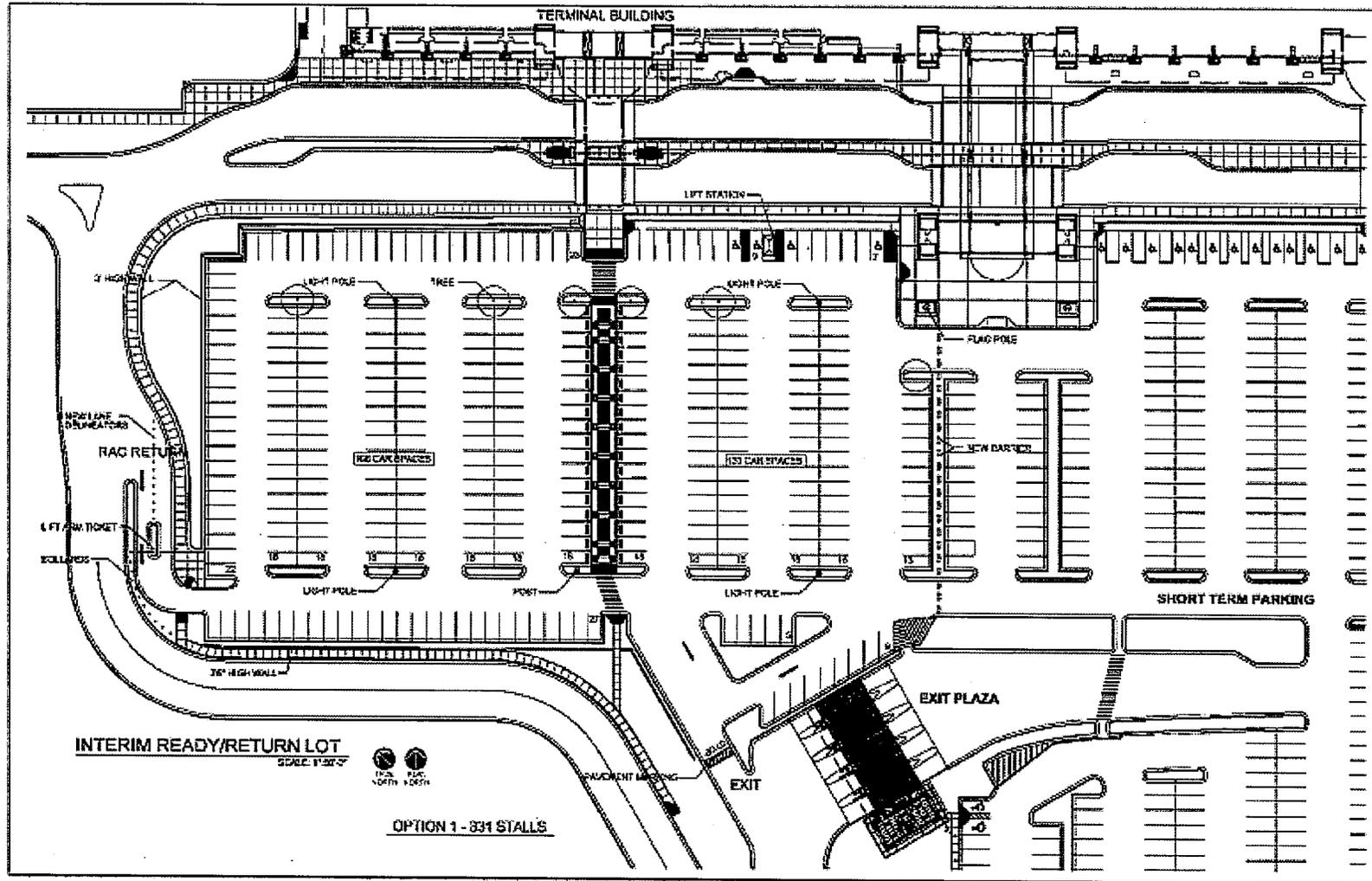
\_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



# Exhibit C-1

## Interim Ready/Return Lot



El Paso International Airport

Option 1



Note: Areas are conceptual and estimated, and subject to change in location and size.

# EXHIBIT D-1 (REVISED)

## EL PASO INTERNATIONAL AIRPORT

### Rental Car Gross Revenues and Transactions Reporting Form

Company Name (As it appears on organization certificate issued by state in which company was organized):

---

Month/Year \_\_\_\_\_

**TOTAL REPORTED GROSS REVENUE** \$ \_\_\_\_\_ -

Exclusions from Gross Revenue as defined in Section 6.03\*

1. Taxes \$ \_\_\_\_\_ -

2. Sums for loss, conversion, disposal or abandonment of vehicles \$ \_\_\_\_\_ -

3. Credits, refunds, and adjustments of Transactions as shown in customer rental agreement \$ \_\_\_\_\_ -

4. Concession Recovery Fee \$ \_\_\_\_\_ -

5. Customer Facility Charge (CFC) Collected \$ \_\_\_\_\_ -

Total Excluded Gross Revenue: \$ \_\_\_\_\_ -

**TOTAL MONTHLY GROSS REVENUE** \$ \_\_\_\_\_ -

Total Number of Transactions \_\_\_\_\_

Total Number of Transaction Days \_\_\_\_\_

CFC Computation: \_\_\_\_\_ transaction days x \$3.50 = \$ \_\_\_\_\_ -

\* (1) Taxes - Any fee or other charge levied by federal, state, county or municipal governments that is explicitly identified by the taxing authority as a tax levied on the customer and required by law to be separately stated.

(2) Sums collected for damage, loss, conversion, or abandonment of Concessionaire's vehicles or for disposal of Concessionaire's damaged vehicles and related rented equipment provided that Concessionaire retains, in accordance with Section 6.09 herein, documentation from a third-party that establishes that the damage, loss, conversion, abandonment, or disposal occurred and identifies that sum collected.

**Exhibit E-1  
Maintenance and Service Responsibilities (Revised)  
Vehicle Rental Concessionaires and City of El Paso**

The following matrix identifies the responsible party (either the City or Concessionaire) who shall, at its sole cost, be responsible for the maintenance, repair, service, and/or provision of the specifically identified Premises, appurtenances, or services in connection with the operation. The City shall not be responsible for any prior or subsequent installation, appurtenance or system by Concessionaire. The City shall not be responsible for any prior or subsequent Concessionaire modification of City-provided Concessionaire Premises, appurtenance, system or service. Concessionaire shall have the duty to restore the Premises, at its sole cost, to the original condition prior to vacating Concessionaire's Premises, including the de-installation of any Concessionaire modification and Concessionaire appurtenance, system or service, at the sole discretion of the City. If Concessionaire is positively determined to have damaged Premises or misused a City-provided appurtenance or system, said Concessionaire may be charged for maintenance and repairs.

- Note 1: All installations, repairs, replacements, alterations, or improvements undertaken by Concessionaire must first be submitted for approval by the City.
- Note 2: The responsibilities of the City listed below apply to normal wear and tear only. Any damage caused by Concessionaire's negligence will be the responsibility of the Concessionaire.
- Note 3: All operations, maintenance and service responsibilities in Public Use Space is the responsibility of the City, except when damage is caused by Concessionaire's negligence.
- Note 4: City, at its sole discretion, may be able to perform certain maintenance or improvements which are Concessionaire responsibilities upon Concessionaire's written request. If the total dollar amount for maintenance or improvements performed by City is equal to or more than \$100.00, City will invoice the Concessionaire time and materials plus a \$40.00 administrative charge for such work. Work performed by the City totaling less than \$100.00 will not be charged the administrative fee.

Legend
ELP = City/Airport
RAC = Concessionaire
N/A = Not applicable

OPERATIONS, MAINTENANCE AND SERVICE AREAS	Terminal Space	Initial Premises	Temporary Premises
	Counter/Office Area	Initial Ready/Return Lot	Temporary Ready/Return Lot
<b>TERMINAL BUILDING - EXTERIOR</b>			
Doors	ELP	ELP	N/A
Insulation and weather stripping	ELP	N/A	N/A
Roof	ELP	N/A	N/A
Walls and load-bearing structures	ELP	N/A	N/A
Windows	ELP	N/A	N/A
Canopies in the Ready/Return Lot	N/A	ELP	N/A
Striping of Ready/Return Lot	N/A	ELP	ELP
<b>TERMINAL BUILDING - INTERIOR</b>			
Backwall finish and signage	RAC	N/A	N/A
Counter shell/exterior casement, countertops, doors	ELP	N/A	N/A
Counter insert, cabinetry	RAC	N/A	N/A
Ceiling tiles	ELP	N/A	N/A
Doors	ELP	N/A	N/A
Flooring: Carpet and tile <sup>2</sup>	ELP	N/A	N/A
Furnishings and fixtures	RAC	N/A	N/A
HVAC: Building system maintenance and air distribution	ELP	N/A	N/A
Insulation and weather stripping	ELP	N/A	N/A
Paint and wall finishes <sup>1</sup>	ELP	N/A	N/A
Stanchions	RAC	N/A	N/A
<b>COMMUNICATIONS</b>			
Communication Lines/Conduit: To D-Mark <sup>3</sup>	RAC	N/A	N/A
Communication Lines/Conduit: From D-Mark	ELP	N/A	N/A
<b>DOOR LOCKS, LOCKSETS AND KEYS</b>			
ELP-required locks, locksets and keys <sup>4</sup>	ELP	N/A	N/A
Non-ELP required locks, locksets and keys	RAC	N/A	N/A

<b>OPERATIONS, MAINTENANCE AND SERVICE AREAS</b>	<b>Counter/ Office Area</b>	<b>Initial Ready/ Return Lot</b>	<b>Temporary Ready/ Return Lot</b>
<b>EQUIPMENT AND COMPUTER SYSTEMS</b>			
Concessionaire proprietary computer system	RAC	N/A	N/A
Broadband access	RAC	N/A	N/A
Radios, RF devices and other inventory systems	RAC	RAC	RAC
<b>FIRE ALARM SYSTEM AND OTHER EQUIPMENT</b>			
Fire alarm system	ELP	ELP	ELP
Fire extinguishers (common areas)	ELP	N/A	N/A
Fire extinguishers (exclusive areas)	RAC	RAC	RAC
<b>FIXTURES, ELECTRICAL/ENERGY</b>			
Bulb & tube replacement (real property installed)	ELP	ELP	ELP
Maintenance	ELP	ELP	ELP
Power supply protection <sup>5</sup>	RAC	RAC	RAC
<b>JANITORIAL AND RECYCLING SERVICES</b>			
Recycling of paper, plastic and cardboard	RAC	RAC	RAC
Tenant space (including counter, floors, carpets, offices)	RAC	RAC	RAC
Shampoo carpets/wax floors <sup>2</sup>	RAC	N/A	N/A
<b>PEST CONTROL</b>			
Rodents and insects <sup>6</sup>	ELP	ELP	ELP
<b>SIGNS IN TERMINAL</b>			
Counter backwall	RAC	N/A	N/A
Directional/information signage	ELP	ELP	ELP
<b>SIGNS IN READY/RETURN LOT</b>			
Individual space signs	N/A	RAC	RAC
Individual space sign posts	N/A	ELP	ELP
Directional/information signs	N/A	RAC	RAC
Directional/information sign posts	N/A	ELP	ELP
Header row signs	N/A	RAC	RAC
Header row sign posts	N/A	ELP	ELP
<b>TRASH REMOVAL &amp; RECYCLING</b>			
Trash removal <sup>7</sup>	RAC	RAC	RAC

**FOOTNOTES:**

- <sup>1</sup> City will paint walls (except backwall) in the Counter/Office Area in the Terminal Building one time during the term of the agreement. Concessionaire will be charged back for any additional paint requests.
- <sup>2</sup> City will recarpet the counter/office area at the beginning of the term of the agreement. Concessionaire will be responsible for shampooing carpets and waxing floors to maintain in clean condition. Concessionaire will be charged back for any additional carpeting requests.
- <sup>3</sup> D-mark is defined as the point in the terminal building where telecommunications lines end and the City's begin.
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- <sup>5</sup> Concessionaire is responsible for providing adequate power supply protection for all vital services and important equipment sensitive to voltage drops, voltage spikes, or temporary power outages as may occur from time to time.
- <sup>6</sup> Regularly scheduled service only.
- <sup>7</sup> Concessionaire will remove trash a minimum of once daily from the Counter/Office Area and Initial and Temporary Ready/Return Lot and arrange for appropriate recycling services. Trash or recyclable materials may not be disposed of in public trash receptacles.

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Vehicle Rental Concession Agreement by and between the City of El Paso ("City") and EAN Holdings, LLC dba Alamo Rent A Car ("Concessionaire") to identify the new location of the Interim Ready/Return Area and to also amend other provisions related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**FIRST AMENDMENT TO  
VEHICLE RENTAL CONCESSION  
AGREEMENT**

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**WITNESSETH**

**WHEREAS**, City entered into a Vehicle Rental Concession Agreement with Concessionaire with an effective date of December 1, 2011 (the "Agreement") for a vehicle rental business operated and conducted by the Concessionaire at the El Paso International Airport ("Airport");

**WHEREAS**, in the Agreement, the City outlined its intention to develop a consolidated rental agency complex (ConRAC) at the Airport from which all on-Airport rental car concessionaires would operate, and the proposal for the ConRAC envisioned an expanded Ready/Return Area, a consolidated Quick Turn-Around (QTA) Area, a Vehicle Maintenance Area, and an Overflow Vehicle Storage Area;

**WHEREAS**, the Concessionaire agreed it will relocate its ready/return parking spaces from the Initial Ready/Return Area to an identified Temporary Ready/Return Area as construction on the ConRAC progressed;

**WHEREAS**, as the construction plans for the ConRAC are being finalized, it has become necessary to relocate the Temporary Ready/Return Area to the western most end of the Airport's short-term parking lot; and

**WHEREAS**, the City and the Concessionaire desire to amend the Agreement to identify the new location of the Temporary Ready/Return Area, which will now be referred to as the Interim Ready/Return Area, and to also amend other provisions in the Agreement related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Section 2.01 Premises** of the Agreement identifies Exhibit C as the location of the Temporary Ready/Return Area. The City and the Concessionaire agree that the Temporary Ready/Return Area will now be identified as the Interim Ready/Return Area and that Exhibit C-1, which is attached hereto, is the Interim Ready/Return Area which will be used by the Concessionaire when it is required to relocate its ready/return operation in accordance with the terms and conditions of the Agreement.

2. **Article V Designation of Operation and Maintenance Responsibilities** of the Agreement identifies the responsibilities of the City and the Concessionaire for maintenance, cleaning and operation of the Premises as set forth in Exhibit E. The City and the Concessionaire agree that the Concessionaire has the responsibility for the "Counter insert, cabinetry, in the Terminal Building-Interior". The parties agree that Exhibit E-1, Maintenance and Service Responsibilities (Revised), which is attached hereto, will be used for the purpose of identifying the responsibilities of the City and Concessionaire in Article V of the Agreement.
  
3. **Article VI, Section 6.01.D Temporary Ready/Return Area** of the Agreement is hereby amended in its entirety to read as follows:
  - D. **Temporary Ready/Return Area.** The Concessionaire shall pay to the City, a rental for its Temporary Ready/Return Parking spaces in the Interim Ready/Return Area, the sum of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) plus applicable sales tax per month for each parking space allotted to the Concessionaire.
  
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5. Except as expressly modified herein, all other terms and conditions of the December 1, 2011 Vehicle Rental Concession Agreement shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF this First Amendment to the Vehicle Rental Concession Agreement has been approved by the parties hereto as of the date first noted above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**CITY: CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Monica Lombrafia*  
Monica Lombrafia, A. A. E.  
Director of Aviation

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by  
**Joyce A. Wilson as City Manager of the City of El Paso (City).**

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

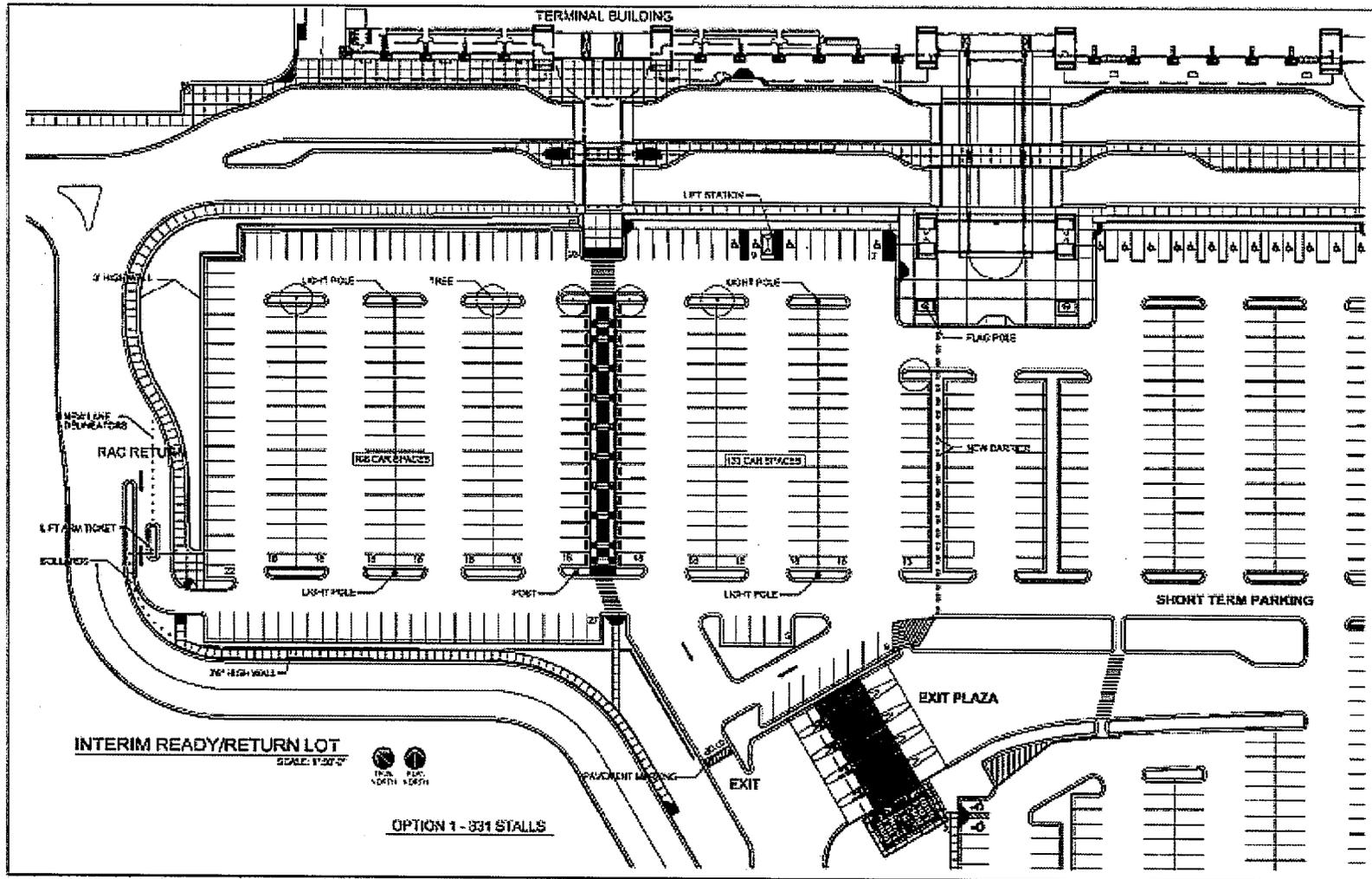
\_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



# Exhibit C-1

## Interim Ready/Return Lot



El Paso International Airport

Option 1



DW  
Dermund Wang  
ARCHITECTS

Note: Areas are conceptual and estimated, and subject to change in location and size.



**Exhibit E-1  
Maintenance and Service Responsibilities (Revised)  
Vehicle Rental Concessionaires and City of El Paso**

The following matrix identifies the responsible party (either the City or Concessionaire) who shall, at its sole cost, be responsible for the maintenance, repair, service, and/or provision of the specifically identified Premises, appurtenances, or services in connection with the operation. The City shall not be responsible for any prior or subsequent installation, appurtenance or system by Concessionaire. The City shall not be responsible for any prior or subsequent Concessionaire modification of City-provided Concessionaire Premises, appurtenance, system or service. Concessionaire shall have the duty to restore the Premises, at its sole cost, to the original condition prior to vacating Concessionaire's Premises, including the de-installation of any Concessionaire modification and Concessionaire appurtenance, system or service, at the sole discretion of the City. If Concessionaire is positively determined to have damaged Premises or misused a City-provided appurtenance or system, said Concessionaire may be charged for maintenance and repairs.

- Note 1: All installations, repairs, replacements, alterations, or improvements undertaken by Concessionaire must first be submitted for approval by the City.
- Note 2: The responsibilities of the City listed below apply to normal wear and tear only. Any damage caused by Concessionaire's negligence will be the responsibility of the Concessionaire.
- Note 3: All operations, maintenance and service responsibilities in Public Use Space is the responsibility of the City, except when damage is caused by Concessionaire's negligence.
- Note 4: City, at its sole discretion, may be able to perform certain maintenance or improvements which are Concessionaire responsibilities upon Concessionaire's written request. If the total dollar amount for maintenance or improvements performed by City is equal to or more than \$100.00, City will invoice the Concessionaire time and materials plus a \$40.00 administrative charge for such work. Work performed by the City totaling less than \$100.00 will not be charged the administrative fee.

Legend
ELP = City/Airport
RAC = Concessionaire
N/A = Not applicable

	Terminal Space	Initial Premises	Temporary Premises
OPERATIONS, MAINTENANCE AND SERVICE AREAS	Counter/ Office Area	Initial Ready/ Return/Lot	Temporary Ready/ Return/Lot
<b>TERMINAL BUILDING - EXTERIOR</b>			
Doors	ELP	ELP	N/A
Insulation and weather stripping	ELP	N/A	N/A
Roof	ELP	N/A	N/A
Walls and load-bearing structures	ELP	N/A	N/A
Windows	ELP	N/A	N/A
Canopies in the Ready/Return Lot	N/A	ELP	N/A
Striping of Ready/Return Lot	N/A	ELP	ELP
<b>TERMINAL BUILDING - INTERIOR</b>			
Backwall finish and signage	RAC	N/A	N/A
Counter shell/exterior casement, countertops, doors	ELP	N/A	N/A
Counter insert, cabinetry	RAC	N/A	N/A
Ceiling tiles	ELP	N/A	N/A
Doors	ELP	N/A	N/A
Flooring: Carpet and tile <sup>2</sup>	ELP	N/A	N/A
Furnishings and fixtures	RAC	N/A	N/A
HVAC: Building system maintenance and air distribution	ELP	N/A	N/A
Insulation and weather stripping	ELP	N/A	N/A
Paint and wall finishes <sup>1</sup>	ELP	N/A	N/A
Stanchions	RAC	N/A	N/A
<b>COMMUNICATIONS</b>			
Communication Lines/Conduit: To D-Mark <sup>3</sup>	RAC	N/A	N/A
Communication Lines/Conduit: From D-Mark	ELP	N/A	N/A
<b>DOOR LOCKS, LOCKSETS AND KEYS</b>			
ELP-required locks, locksets and keys <sup>4</sup>	ELP	N/A	N/A
Non-ELP required locks, locksets and keys	RAC	N/A	N/A

<b>OPERATIONS, MAINTENANCE AND SERVICE AREAS</b>	<b>Counter/ Office Area</b>	<b>Initial Ready/ Return Lot</b>	<b>Temporary Ready/ Return Lot</b>
<b>EQUIPMENT AND COMPUTER SYSTEMS</b>			
Concessionaire proprietary computer system	RAC	N/A	N/A
Broadband access	RAC	N/A	N/A
Radios, RF devices and other inventory systems	RAC	RAC	RAC
<b>FIRE ALARM SYSTEM AND OTHER EQUIPMENT</b>			
Fire alarm system	ELP	ELP	ELP
Fire extinguishers (common areas)	ELP	N/A	N/A
Fire extinguishers (exclusive areas)	RAC	RAC	RAC
<b>FIXTURES, ELECTRICAL/ENERGY</b>			
Bulb & tube replacement (real property installed)	ELP	ELP	ELP
Maintenance	ELP	ELP	ELP
Power supply protection <sup>5</sup>	RAC	RAC	RAC
<b>JANITORIAL AND RECYCLING SERVICES</b>			
Recycling of paper, plastic and cardboard	RAC	RAC	RAC
Tenant space (including counter, floors, carpets, offices)	RAC	RAC	RAC
Shampoo carpets/wax floors <sup>2</sup>	RAC	N/A	N/A
<b>PEST CONTROL</b>			
Rodents and insects <sup>6</sup>	ELP	ELP	ELP
<b>SIGNS IN TERMINAL</b>			
Counter backwall	RAC	N/A	N/A
Directional/information signage	ELP	ELP	ELP
<b>SIGNS IN READY/RETURN LOT</b>			
Individual space signs	N/A	RAC	RAC
Individual space sign posts	N/A	ELP	ELP
Directional/information signs	N/A	RAC	RAC
Directional/information sign posts	N/A	ELP	ELP
Header row signs	N/A	RAC	RAC
Header row sign posts	N/A	ELP	ELP
<b>TRASH REMOVAL &amp; RECYCLING</b>			
Trash removal <sup>7</sup>	RAC	RAC	RAC

**FOOTNOTES:**

- <sup>1</sup> City will paint walls (except backwall) in the Counter/Office Area in the Terminal Building one time during the term of the agreement. Concessionaire will be charged back for any additional paint requests.
- <sup>2</sup> City will recarpet the counter/office area at the beginning of the term of the agreement. Concessionaire will be responsible for shampooing carpets and waxing floors to maintain in clean condition. Concessionaire will be charged back for any additional carpeting requests.
- <sup>3</sup> D-mark is defined as the point in the terminal building where telecommunications lines end and the City's begin.
- <sup>4</sup> Replacement of keys will be charged back to the concessionaire.
- <sup>5</sup> Concessionaire is responsible for providing adequate power supply protection for all vital services and important equipment sensitive to voltage drops, voltage spikes, or temporary power outages as may occur from time to time.
- <sup>6</sup> Regularly scheduled service only.
- <sup>7</sup> Concessionaire will remove trash a minimum of once daily from the Counter/Office Area and Initial and Temporary Ready/Return Lot and arrange for appropriate recycling services. Trash or recyclable materials may not be disposed of in public trash receptacles.

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a First Amendment to the Vehicle Rental Concession Agreement by and between the City of El Paso ("City") and The Hertz Corporation dba Hertz and dba Advantage Rent A Car ("Concessionaire") to identify the new location of the Interim Ready/Return Area and to also amend other provisions related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

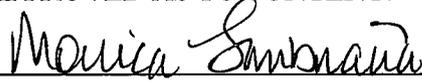
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**FIRST AMENDMENT TO  
VEHICLE RENTAL CONCESSION  
AGREEMENT**

This First Amendment to Vehicle Rental Concession Agreement, by and between the City of El Paso (the "City") and The Hertz Corporation dba Hertz and dba Advantage Rent A Car, (the "Concessionaire") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSETH**

**WHEREAS**, City entered into a Vehicle Rental Concession Agreement with Concessionaire with an effective date of December 1, 2011 (the "Agreement") for a vehicle rental business operated and conducted by the Concessionaire at the El Paso International Airport ("Airport");

**WHEREAS**, in the Agreement, the City outlined its intention to develop a consolidated rental agency complex (ConRAC) at the Airport from which all on-Airport rental car concessionaires would operate, and the proposal for the ConRAC envisioned an expanded Ready/Return Area, a consolidated Quick Turn-Around (QTA) Area, a Vehicle Maintenance Area, and an Overflow Vehicle Storage Area;

**WHEREAS**, the Concessionaire agreed it will relocate its ready/return parking spaces from the Initial Ready/Return Area to an identified Temporary Ready/Return Area as construction on the ConRAC progressed;

**WHEREAS**, as the construction plans for the ConRAC are being finalized, it has become necessary to relocate the Temporary Ready/Return Area to the western most end of the Airport's short-term parking lot; and

**WHEREAS**, the City and the Concessionaire desire to amend the Agreement to identify the new location of the Temporary Ready/Return Area, which will now be referred to as the Interim Ready/Return Area, and to also amend other provisions in the Agreement related to the Concessionaire's costs, reporting obligations and maintenance responsibilities.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Section 2.01 Premises** of the Agreement identifies Exhibit C as the location of the Temporary Ready/Return Area. The City and the Concessionaire agree that the Temporary Ready/Return Area will now be identified as the Interim Ready/Return Area and that Exhibit C-1, which is attached hereto, is the Interim Ready/Return Area which will be used by the Concessionaire when it is required to relocate its ready/return operation in accordance with the terms and conditions of the Agreement.

2. **Article V Designation of Operation and Maintenance Responsibilities** of the Agreement identifies the responsibilities of the City and the Concessionaire for maintenance, cleaning and operation of the Premises as set forth in Exhibit E. The City and the Concessionaire agree that the Concessionaire has the responsibility for the "Counter insert, cabinetry, in the Terminal Building-Interior". The parties agree that Exhibit E-1, Maintenance and Service Responsibilities (Revised), which is attached hereto, will be used for the purpose of identifying the responsibilities of the City and Concessionaire in Article V of the Agreement.
  
3. **Article VI, Section 6.01.D Temporary Ready/Return Area** of the Agreement is hereby amended in its entirety to read as follows:
  - D. **Temporary Ready/Return Area.** The Concessionaire shall pay to the City, a rental for its Temporary Ready/Return Parking spaces in the Interim Ready/Return Area, the sum of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) plus applicable sales tax per month for each parking space allotted to the Concessionaire.
  
4. **Section 6.09 Records of Concessionaire** of the Agreement, identifies Exhibit D as the form the Concessionaire is required to use in submitting its monthly reports. The City collects a Customer Facility Charge (CFC) from rental car customers at the Airport to help fund the development and operation of the ConRAC. The monthly reports form has been revised to show the CFC computation. The City and the Concessionaire agree that Exhibit D-1, which is attached hereto, is the Revised Rental Car Gross Revenues and Transactions Reporting Form the Concessionaire will submit in accordance with the terms and conditions of the Agreement.
  
5. Except as expressly modified herein, all other terms and conditions of the December 1, 2011 Vehicle Rental Concession Agreement shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF this First Amendment to the Vehicle Rental Concession Agreement has been approved by the parties hereto as of the date first noted above.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**CITY: CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Monica Lombraña*  
Monica Lombraña, A. A. E.  
Director of Aviation

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**     )  
  )  
**COUNTY OF EL PASO**     )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2013, by  
**Joyce A. Wilson as City Manager of the City of El Paso (City).**

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
  
\_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONCESSIONAIRE:  
THE HERTZ CORPORATION  
dba Hertz and  
dba Advantage Rent A Car *NS*

*Michael E. Holdgrafer*  
Printed Name: Michael E. Holdgrafer  
Title: Vice President,  
Real Estate and Concessions

ACKNOWLEDGMENT

THE STATE OF NEW JERSEY )  
COUNTY OF BERGEN )

This instrument was acknowledged before me on this 27 day of November, ~~2011~~, <sup>2013</sup>  
by Michael Holdgrafer as Vice President, on behalf of The Hertz Corporation  
(Concessionaire). Real Estate and Concessions

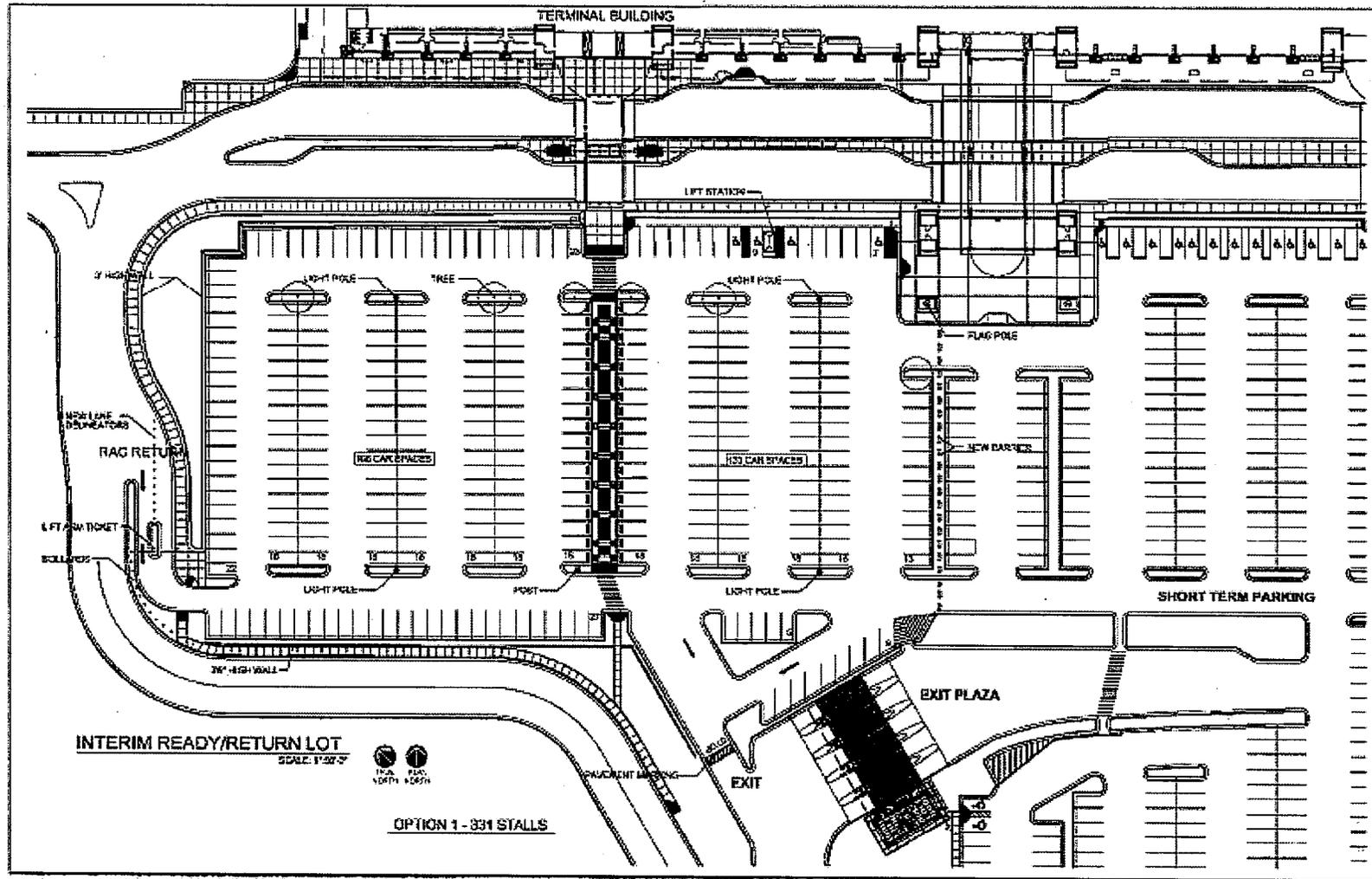
My Commission Expires:

*Linda Dravin*

LINDA DRAVIN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JAN. 24, 2014

# Exhibit C-1

## Interim Ready/Return Lot



El Paso International Airport

Option 1



Note: Areas are conceptual and estimated, and subject to change in location and size.

**EXHIBIT D-1 (REVISED)**  
**EL PASO INTERNATIONAL AIRPORT**

**Rental Car Gross Revenues and Transactions Reporting Form**

Company Name (As it appears on organization certificate issued by state in which company was organized):

---

Month/Year \_\_\_\_\_

**TOTAL REPORTED GROSS REVENUE** \$ \_\_\_\_\_ -

Exclusions from Gross Revenue as defined in Section 6.03\*

1. Taxes \$ \_\_\_\_\_ -

2. Sums for loss, conversion, disposal or  
abandonment of vehicles \$ \_\_\_\_\_ -

3. Credits, refunds, and adjustments of Transactions  
as shown in customer rental agreement \$ \_\_\_\_\_ -

4. Concession Recovery Fee \$ \_\_\_\_\_ -

5. Customer Facility Charge (CFC) Collected \$ \_\_\_\_\_ -

Total Excluded Gross Revenue: \$ \_\_\_\_\_ -

**TOTAL MONTHLY GROSS REVENUE** \$ \_\_\_\_\_ -

Total Number of Transactions \_\_\_\_\_

Total Number of Transaction Days \_\_\_\_\_

CFC Computation: \_\_\_\_\_ transaction days x \$3.50 = \$ \_\_\_\_\_ -

\* (1) Taxes - Any fee or other charge levied by federal, state, county or municipal governments that is explicitly identified by the taxing authority as a tax levied on the customer and required by law to be separately stated.

(2) Sums collected for damage, loss, conversion, or abandonment of Concessionaire's vehicles or for disposal of Concessionaire's damaged vehicles and related rented equipment provided that Concessionaire retains, in accordance with Section 6.09 herein, documentation from a third-party that establishes that the damage, loss, conversion, abandonment, or disposal occurred and identifies that sum collected.

**Exhibit E-1  
Maintenance and Service Responsibilities (Revised)  
Vehicle Rental Concessionaires and City of El Paso**

The following matrix identifies the responsible party (either the City or Concessionaire) who shall, at its sole cost, be responsible for the maintenance, repair, service, and/or provision of the specifically identified Premises, appurtenances, or services in connection with the operation. The City shall not be responsible for any prior or subsequent installation, appurtenance or system by Concessionaire. The City shall not be responsible for any prior or subsequent Concessionaire modification of City-provided Concessionaire Premises, appurtenance, system or service. Concessionaire shall have the duty to restore the Premises, at its sole cost, to the original condition prior to vacating Concessionaire's Premises, including the de-installation of any Concessionaire modification and Concessionaire appurtenance, system or service, at the sole discretion of the City. If Concessionaire is positively determined to have damaged Premises or misused a City-provided appurtenance or system, said Concessionaire may be charged for maintenance and repairs.

- Note 1: All installations, repairs, replacements, alterations, or improvements undertaken by Concessionaire must first be submitted for approval by the City.
- Note 2: The responsibilities of the City listed below apply to normal wear and tear only. Any damage caused by Concessionaire's negligence will be the responsibility of the Concessionaire.
- Note 3: All operations, maintenance and service responsibilities in Public Use Space is the responsibility of the City, except when damage is caused by Concessionaire's negligence.
- Note 4: City, at its sole discretion, may be able to perform certain maintenance or improvements which are Concessionaire responsibilities upon Concessionaire's written request. If the total dollar amount for maintenance or improvements performed by City is equal to or more than \$100.00, City will invoice the Concessionaire time and materials plus a \$40.00 administrative charge for such work. Work performed by the City totaling less than \$100.00 will not be charged the administrative fee.

Legend
ELP = City/Airport
RAC = Concessionaire
N/A = Not applicable

	Terminal Space	Initial Premises	Temporary Premises
OPERATIONS, MAINTENANCE AND SERVICE AREAS	Counter/ Office Area	Initial Ready/ Return Lot	Temporary Ready/ Return Lot
<b>TERMINAL BUILDING - EXTERIOR</b>			
Doors	ELP	ELP	N/A
Insulation and weather stripping	ELP	N/A	N/A
Roof	ELP	N/A	N/A
Walls and load-bearing structures	ELP	N/A	N/A
Windows	ELP	N/A	N/A
Canopies in the Ready/Return Lot	N/A	ELP	N/A
Striping of Ready/Return Lot	N/A	ELP	ELP
<b>TERMINAL BUILDING - INTERIOR</b>			
Backwall finish and signage	RAC	N/A	N/A
Counter shell/exterior casement, countertops, doors	ELP	N/A	N/A
Counter insert, cabinetry	RAC	N/A	N/A
Ceiling tiles	ELP	N/A	N/A
Doors	ELP	N/A	N/A
Flooring: Carpet and tile <sup>2</sup>	ELP	N/A	N/A
Furnishings and fixtures	RAC	N/A	N/A
HVAC: Building system maintenance and air distribution	ELP	N/A	N/A
Insulation and weather stripping	ELP	N/A	N/A
Paint and wall finishes <sup>1</sup>	ELP	N/A	N/A
Stanchions	RAC	N/A	N/A
<b>COMMUNICATIONS</b>			
Communication Lines/Conduit: To D-Mark <sup>3</sup>	RAC	N/A	N/A
Communication Lines/Conduit: From D-Mark	ELP	N/A	N/A
<b>DOOR LOCKS, LOCKSETS AND KEYS</b>			
ELP-required locks, locksets and keys <sup>4</sup>	ELP	N/A	N/A
Non-ELP required locks, locksets and keys	RAC	N/A	N/A

<b>OPERATIONS, MAINTENANCE AND SERVICE AREAS</b>	<b>Counter/ Office Area</b>	<b>Initial Ready/ Return Lot</b>	<b>Temporary Ready/ Return Lot</b>
<b>EQUIPMENT AND COMPUTER SYSTEMS</b>			
Concessionaire proprietary computer system	RAC	N/A	N/A
Broadband access	RAC	N/A	N/A
Radios, RF devices and other inventory systems	RAC	RAC	RAC
<b>FIRE ALARM SYSTEM AND OTHER EQUIPMENT</b>			
Fire alarm system	ELP	ELP	ELP
Fire extinguishers (common areas)	ELP	N/A	N/A
Fire extinguishers (exclusive areas)	RAC	RAC	RAC
<b>FIXTURES, ELECTRICAL/ENERGY</b>			
Bulb & tube replacement (real property installed)	ELP	ELP	ELP
Maintenance	ELP	ELP	ELP
Power supply protection <sup>5</sup>	RAC	RAC	RAC
<b>JANITORIAL AND RECYCLING SERVICES</b>			
Recycling of paper, plastic and cardboard	RAC	RAC	RAC
Tenant space (including counter, floors, carpets, offices)	RAC	RAC	RAC
Shampoo carpets/wax floors <sup>2</sup>	RAC	N/A	N/A
<b>PEST CONTROL</b>			
Rodents and insects <sup>6</sup>	ELP	ELP	ELP
<b>SIGNS IN TERMINAL</b>			
Counter backwall	RAC	N/A	N/A
Directional/information signage	ELP	ELP	ELP
<b>SIGNS IN READY/RETURN LOT</b>			
Individual space signs	N/A	RAC	RAC
Individual space sign posts	N/A	ELP	ELP
Directional/information signs	N/A	RAC	RAC
Directional/information sign posts	N/A	ELP	ELP
Header row signs	N/A	RAC	RAC
Header row sign posts	N/A	ELP	ELP
<b>TRASH REMOVAL &amp; RECYCLING</b>			
Trash removal <sup>7</sup>	RAC	RAC	RAC

**FOOTNOTES:**

- <sup>1</sup> City will paint walls (except backwall) in the Counter/Office Area in the Terminal Building one time during the term of the agreement. Concessionaire will be charged back for any additional paint requests.
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