

FIRST AMENDMENT  
TO  
BAGGAGE CART CONCESSION AGREEMENT

BETWEEN

CITY OF FRESNO, CALIFORNIA  
(A Municipal corporation)

and

FLIGHT SERVICES & SYSTEMS, INC.  
(An Ohio Corporation)

## **FIRST AMENDMENT TO AGREEMENT**

This **FIRST AMENDMENT TO THE BAGGAGE CART CONCESSION AGREEMENT** (Amendment) is made and entered into as of January 1, 2019, by and between the City of Fresno California, a municipal corporation (City), and Flight Services & Systems, Inc., (Formerly Facility Services & Systems, Inc.), an Ohio corporation duly admitted in good standing to do business in California (Concessionaire).

### **RECITALS**

**WHEREAS**, City owns and operates the Fresno Yosemite International Airport, a public airport (Airport), located in the City of Fresno, California; and

**WHEREAS**, Concessionaire operates a self-service baggage cart management business as a service to the traveling public in the Terminal/Concourse Building at Airport; and

**WHEREAS**, Concessionaire and City (each a Party; collectively the Parties) have heretofore entered into a Baggage Cart Concession Agreement on July 1, 2003, and entered into a Side Letter Agreement to The Baggage Cart Concession Agreement on March 30, 2006 (Agreement); and

**WHEREAS**, the parties desire to extend and amend the Agreement upon the terms and conditions herein set forth.

### **AGREEMENT**

**NOW, THEREFORE**, the parties intending to be legally bound hereby agree as follows:

1. Article 2 shall be amended as follows:

#### **2.1 Term:**

The initial term of this Agreement was for a period of five years, beginning July 1, 2003, and ending June 30, 2013, and was extended through June 30, 2018, in accordance with City's exercise of one five-year renewal option.

The term of this Agreement is hereby extended for an additional period of five years, beginning January 1, 2019, and ending December 31, 2023 (Extended Term), unless terminated as provided for in the Agreement.

#### **2.2 Automatic Extension:**

City shall have the option to extend the term of this Agreement for one additional and consecutive five year renewal term, upon the terms and conditions herein, exercisable solely at the discretion of the City.

- A. City's exercise of each of these options, or City's failure to exercise same, shall not require any justification, written or otherwise.
- B. City must provide written notice to Concessionaire of City's intention to exercise City's option at least ninety (90) days prior to the then scheduled expiration of this Agreement.

- C. These options are null and void if the exercise of such is or becomes inconsistent with constitutional, legal, and/or local law requirements.
2. Article 3 shall be amended as follows:
- 3.2 Installation of Improvements and Equipment:**
- Concessionaire shall provide two new complete baggage cart vending machines to be located in the hallway to baggage claim and in baggage claim, per Exhibit A of this Agreement. Existing systems in this area, in addition to system in parking lot, will be removed from the Airport.
- 3.3 Concessionaire's Rental Charge:**
- Concessionaire shall continue to charge passengers \$5.00 for each baggage cart with a \$0.25 refund for returned baggage carts in Main Terminal. Baggage carts will remain free for passenger use in the Federal Inspection Station.
3. Side letter dated March 30, 2006 shall be deleted and the following provision shall be inserted to Section 5.1 of Agreement :
- 5.1 Compensation:**
- D. The City agrees to pay Concessionaire an annual amount of \$50,000 for baggage carts used by international passengers. This amount will be paid in twelve equal installments.
- All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
4. Except as amended herein, the Agreement shall be and remain in full force and effect.

**[Signatures on the following page]**

IN WITNESS WHEREOF, the parties have executed this First Amendment at Fresno, California, the day and year first above written.

**CITY OF FRESNO, CALIFORNIA**

A Municipal Corporation

By: \_\_\_\_\_  
Kevin R. Meikle  
Director of Aviation

**APPROVED AS TO FORM:**

Douglas T. Sloan

City Attorney

By: Brandon M. Collet 1/11/19 Date  
Senior Deputy City Attorney

**ATTEST:**

Yvonne Spence, MMC CRM  
City Clerk

By: \_\_\_\_\_ Date  
Deputy

**Address for Notice:**

City of Fresno  
Airports Department  
4995 E. Clinton Way  
Fresno, CA 93727

**FLIGHT SERVICES & SYSTEMS,  
INC.**

An Ohio Corporation

By: Lang Swearingin, Jr.  
PRESIDENT & V.P. OPERATIONS

By: Maury

Name: Dia Ran

Title: V.P., Administration  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

**Address for Notice:**

Flight Services & Systems, Inc.  
6100 Rockside Woods Blvd.  
Cleveland, OH 44131

Exhibit A - Description of Units Location

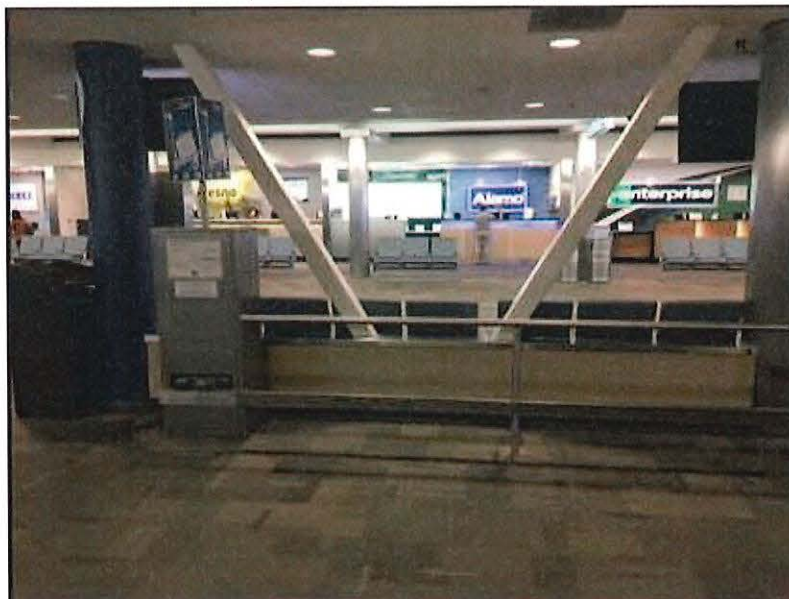
## **Exhibit A**

## Description of Units Location

### Hallway to Baggage Claim:



### Baggage Claim:



**FIS Hall (Along the back wall where the carts are currently):**

