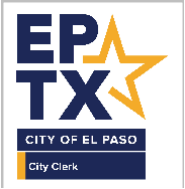


CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM



DEPARTMENT: Aviation

AGENDA DATE: 03/04/2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Tony Nevarez

PHONE NUMBER: 1-915 212-7301

2nd CONTACT PERSON NAME: Deborah Olivas

PHONE NUMBER: 1-915 212-7337

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: N/A

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign a Concession License Agreement between the City of El Paso ("City") and Ready Credit Corporation ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for three (3) additional one-year terms.

BACKGROUND / DISCUSSION:

Ready Credit Corporation is entering a Concession and License Agreement to operate two kiosks that convert cash to prepaid debit cards in the airport terminal. The agreement term is for one year, from April 1, 2025, to March 31, 2026, with three additional one-year options for extension.

The concessionaire will pay a minimum annual guarantee of \$2,404.80 per year (\$80.16 per sq. ft. x 30 sq. ft.) or 9.5% of revenue sharing, whichever is greater.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Concession License Agreement between the City of El Paso (“City”) and Ready Credit Corporation (“Concessionaire”) to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire’s payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for three (3) additional one-year terms.

APPROVED this ____ day of _____, 2025.

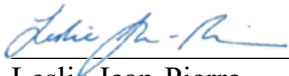
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

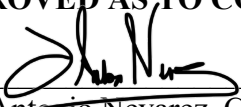
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

CONCESSION AND LICENSE AGREEMENT

**EL PASO INTERNATIONAL AIRPORT
EL PASO, TEXAS**

**READY CREDIT CORPORATION
CONCESSIONAIRE**

**April 1, 2025
EFFECTIVE DATE**

AUTOMATED TELLER MACHINE CONCESSION AND LICENSE AGREEMENT

THIS CONCESSION AGREEMENT (this “Agreement”) is made this _____ day of _____, 2025 between the **CITY OF EL PASO** (“City”) and **READY CREDIT CORPORATION**, a Nevada corporation (“Concessionaire”).

WHEREAS, the City owns and operates the El Paso International Airport located in El Paso County, Texas (“Airport”);

WHEREAS, the Concessionaire is engaged in the operation of a banking business, including Automated Ready Station Kiosks (“Kiosks”) and is prepared, equipped and qualified to supply Kiosk services for the operation at the Airport;

WHEREAS, the City deems it advantageous to itself and to its operation of the Airport to grant a Concession Agreement and License to the Concessionaire the Kiosk concession areas and certain rights, licenses and privileges, as hereinafter set out; and

WHEREAS, the Concessionaire desires to operate Kiosks in the areas designated by the City in the Airport terminal building.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – CONCESSION PRIVILEGES

1.01 CONCESSION SITE.

The Kiosk shall be located and operated in one area: Lower Level across the Airline ticket counter for a total of 30 square feet (public area) of the Airport terminal building. Concessionaire shall coordinate the exact location of the Kiosk with the Managing Director of Aviation (the “Director”), and all will collectively be referred to hereinafter as the “Concession Site.” The specific location of the Kiosk may change from time to time and will be agreed upon and documented by the Director and Concessionaire who will identify the location on Exhibit “A” (airport terminal map) to be dated and signed by the Concessionaire and the Director.

1.02 DESCRIPTION OF PRIVILEGES, USES AND RIGHTS.

The City grants to the Concessionaire the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

- A. The exclusive right, license and privilege to locate, maintain, and operate two Kiosk in the Airport terminal building (the “License”) for the purpose of providing services to support conversion of cash to prepaid debit cards utilizing self-service kiosks to the public from the Concession Site (the “Services”).
- B. The concession rights granted herein shall be subject to all applicable laws, ordinances, rules and regulations.
- C. The right to temporarily install (or cause to be installed) and operate appropriate signs in the Concession Site to advertise the Kiosk; provided that such installation and operation shall be subject to the prior written approval of the Director.

- D. City hereby grants to Concessionaire the rights of ingress to and egress from the Concession Site by Concessionaire and its officers, employees, agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations relating to the use and operations at the Airport and subject further at all times, to the Director's approval and control.

1.03 CONDITIONS AND TERMS.

This Agreement is entered into subject to the following conditions and terms.

- A. That no alteration of the Concession Site or use of the Concession Site shall be made without the prior written consent of the Director. Concessionaire's activities shall be limited to the operation and maintenance of the Kiosk.
- B. The Director, from time to time, may require Concessionaire to relocate its Kiosk to other locations in or around the Airport terminal building during the term of this Agreement. The Director and Concessionaire will mutually agree on the location of all and any temporary Concession Site and will provide the Concessionaire ten business days' prior written notice of any relocation.
- C. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of City now in force or hereafter prescribed or promulgated by charter authority or by law.
- D. The Concessionaire warrants and agrees that it is able to and will provide and maintain a first-class Kiosk, that is clean, fully functional have up-to-date technology, is of recent, modern design, high quality machine and service on the Concession Site including insuring that the Kiosk is operable efficient, quick and user friendly.
- E. Concessionaire will utilize only the roadways, or other direction, path, route, or form of travel City may designate, from time to time, for Concessionaire's operation and movement on or about the Airport.
- F. Any improvements, facilities, decorations, fixtures, equipment, supplies and cabinets furnished by the Concessionaire shall be in keeping with the general decor of the terminal building and shall be subject to the written approval of the Director prior to installation.

**ARTICLE II - INSTALLATIONS BY CITY
AND CONCESSIONAIRE**

2.01 TERMINAL BUILDING SPACE.

- A. The City shall provide:
 - (1) Permission to install the Kiosk in a prominent location that would not cause damage to any pipes or electrical conduits in the foundation or floor at the Concession Site and will ensure that customer access to the Kiosk is never blocked or restricted.

- (2) Authorization to Enter Restricted Area. Concessionaire understands that all of its agents, employees, servants or independent contractors must be authorized by City to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Concessionaire understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any other person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person as required. If armored personnel is required for installation, maintenance or cash replenishment services, police escort or other required security as required by the Director or designee must be coordinated in advance.
- (3) Existing lighting, air conditioning, Internet and other necessary telecom services or equipment, outlets and circuits necessary for proper functionality of the Kiosk, and electrical service for the Kiosk.
- (4) City represents and warrants the Concession Site complies with all requirements of all applicable governmental authorities in effect as of the Effective Date. During the Initial Term and any extensions or renewals thereof, City shall take appropriate and timely action to maintain the Terminal in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Concessionaire; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Premises by Concessionaire, then Concessionaire shall bear the cost of compliance.
- (5) Notwithstanding any other provision of the Agreement to the contrary, City represents and warrants that all the systems and equipment that are the responsibility of City shall be in good operating condition on the Effective Date. If any of the described existing systems or equipment that are the responsibility of City shall fail during this Agreement, then City shall rectify such failure at its sole cost and expense, except for any systems installed by Concessionaire.

B. The Concessionaire shall provide:

- (1) Installation and regular maintenance of two (2) Kiosks that allows access to and use by Airport employees, customers, visitors and members of the public (collectively “customers”) 24 hours per day, seven days per week. Concessionaire must use diligence and care in the installation, placement, maintenance, and at the expiration or termination of this agreement, the dismantling and removal of the Kiosk, to avoid damage to Airport property and agrees that, if any such damage occurs, it shall and will, at its own cost, repair all such damage without delay in a diligent and professional manner to the reasonable satisfaction of the Director.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of the Concessionaire’s business. (Exhibit B – Kiosk diagram)

- (3) Cash and cash replenishment services to the Kiosk in amounts and on a regular basis to ensure that such Kiosk is in functional condition for use by customers, and such cash replenishment services shall be arranged with the Director or Designee. The Parties understand and agree that Concessionaire has set an initial card issuance fee (the “Card Issuance Fee”) **of \$6.00 per card to be charged to customers for the Services.** Notwithstanding the foregoing, Concessionaire shall have the right to lower the Card Issuance Fee to a minimum of \$3.00 and raise it to a maximum of \$6.50 for each prepaid debit card issued by a Kiosk pursuant to this Agreement. Concessionaire will provide Airport sixty (60) days’ notice in advance of any change to the Card Issuance Fee. Concessionaire agrees that the Card Issuance Fee charged to users of the Services will not be more than any Card Issuance Fee charged by the Concessionaire for each prepaid debit card issued from Kiosk placed by the Concessionaire within other United States domestic airport locations. The Kiosk must have a customer service number visible on the front of the Kiosk for customers to call when necessary.
- (4) Maintenance of equipment in a safe, neat and attractive condition at all times. No equipment, including but not limited to the Kiosk shall be installed or placed in the Terminal without the prior approval in writing of the Director.
- (5) Concessionaire is familiar with the restrictions imposed on City by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Concessionaire recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Concessionaire shall also require that all personnel of any subcontractor or subconcessionaire shall also be similarly badged and/or escorted.

2.02 ALTERATIONS, ADDITIONS OR REPLACEMENTS.

Following completion of the initial installations by the Concessionaire, the Concessionaire shall make no alterations, additions or replacements to the Concession Site without the prior written approval of the Director; provided, however, that ongoing maintenance required for the functionality of the Kiosk shall not constitute an alteration, addition, or replacement under this Section 2.02. Any improvements made without approval shall be considered a material breach of this Agreement, and City may terminate this agreement in accordance with the provisions set forth in Article VII and require Concessionaire to remove said unapproved improvement at Concessionaire’s sole cost.

ARTICLE III - SERVICES TO BE PERFORMED BY CONCESSIONAIRE

3.01 HOURS OF OPERATION.

The Kiosks will be available, operable and continuously open for business to the public seven (7) days a week 24 hours per day.

3.02 TYPE OF OPERATION.

The Concessionaire shall ensure that service is available on a fair, reasonable, and non-discriminatory basis to the public. The Service shall be adequate to meet the demands for Kiosk service on the Airport.

The Concessionaire shall maintain and operate the Kiosk in a clean, functional, user-friendly, and up to date manner and shall keep the Concession Site in a safe, clean, and orderly condition at all times, satisfactory to the City. The Service shall conform in all respects to federal, state and municipal laws, ordinances and regulations. The Concessionaire shall continuously maintain any necessary licenses or permits at its sole expense.

3.03 COMPLIANCE WITH LAWS.

Concessionaire, at Concessionaire's expense, agrees that in the event it installs, operates and/or maintains Kiosks on the Concession Site, all related activities of Concessionaire shall be done in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or Concessionaire, with respect to the use, or occupation of the Premises and any improvements thereon. By way of example and not in limitation of the foregoing, the execution of this Agreement and approval of Concessionaire's plans by the Airport shall not preclude the requirement that Concessionaire obtain all other approvals necessary for development of Concessionaire's project such as, but not limited to, all permits, franchises, licenses, certificates and other authorizations required by law and shall pay all special fees or charges levied or assessed within the banking.

Concessionaire agrees to comply with the Americans with Disabilities Act, make or cause to be made all such alterations to the Concession Site (but not to the Kiosks), and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to use or occupation of the Premises ("Disabilities Act"). For the avoidance of doubt, Concessionaire makes no representations with regard to Disabilities Act compliance or usage of its Kiosks. Kiosks are considered assisted service devices and therefore are not required to be fully complaint with the Disabilities Act. Concessionaire training procedures outline how Airport staff may support and assist customers with disabilities in utilizing the Kiosk and Services. The Kiosk does meet standards for wheelchair accessible height.

Concessionaire shall, at Concessionaire's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Concessionaire's use, operation, or occupation of the Concession Site including any improvements thereon.

3.05 SOLICITATION AND CONDUCT.

The Concessionaire shall prohibit its agents, servants, attendants, and employees from engaging in the solicitation of its Kiosk services on or about the Airport in a loud, boisterous, offensive or objectionable manner. In the event of questionable conduct in such solicitation, the Director or designee shall be sole judge in determining if said conduct is a violation of this paragraph. Upon receipt of notice from the Director or designee, the Concessionaire shall immediately take all steps necessary to eliminate the undesirable condition.

The Concessionaire, its agents, servants, attendants, and employees shall so conduct the Kiosk business on the Airport to maintain a friendly and cooperative relationship with other companies engaged in business at the Airport. The Concessionaire shall not engage in open public disputes, disagreements or conflicts that would tend to deteriorate the quality of the Kiosk service of the Concessionaire or which would be incompatible with the best interest of the public at the Airport. The Director or designee, shall have the right, but not be required, to resolve all such disputes, disagreements or conflicts; and her determination thereof or the manner in which

the Concessionaire shall thereafter operate shall be binding upon the Concessionaire.

3.06 TRASH, GARBAGE, ETC.

The Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business.

3.07 COST OF KIOSK CONCESSION.

The Concessionaire shall bear, at its sole expense, all of its own costs of operating the concession and shall pay, in addition to the rent fee, all other costs connected with the use of the Concession Site and facilities, including, but not limiting the generality hereof, maintenance, insurance, any and all taxes, and all permits and licenses required by law; provided, however, that Concessionaire shall not be responsible for any costs or fees incurred by City or Airport or for any costs or fees not set forth herein. Notice of any increase to the Card Issuance Fee will be provided in accordance with Section 2.01(B)(3). The Concessionaire shall have the right, however, at the Concessionaire's sole cost and expense, to contest the legality of any tax, levy or assessment but shall not allow disputed amounts to remain unpaid during such contest. Failure to pay any taxes or assessments in a timely manner may result in termination of this Concession Agreement.

3.08 MAINTENANCE.

The Concessionaire shall, at its sole cost and expense, maintain the portion of the Concession Site where the Kiosk is located in good order and repair and in good and safe condition; repair all damages caused by its employees, patrons, customers or its operation of said service; and maintain and repair the Kiosk located on said Concession Site.

The Concessionaire further understands and agrees that the Director, or designee, shall be the sole judge of the quality of maintenance of the Concession Site. If the Kiosk fails to operate or provide adequate service to the customers, upon written notice by the Director or designee to the Concessionaire, the Concessionaire shall be required to repair the Kiosk back to working order. If said repair is not undertaken by the Concessionaire within ten (10) days after receipt of written notice, the City will have the right to perform the necessary repair through an appropriate contractor, the cost of such repairs and maintenance shall be borne by the Concessionaire.

ARTICLE IV - TERM OF AGREEMENT

4.01 TERM.

The initial term of this Agreement shall be for a period of one year, commencing on the Effective Date above with three (3) additional one (1) year options to extend, unless either party gives written notice to terminate to the other party no later than ninety (90) days prior to the expiration date of the current term.

4.02 NATIONAL EMERGENCY.

In the event the rights and privileges hereunder are suspended by reason of change in airport security regulations, war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this Agreement under the circumstances.

**ARTICLE V – FEES, RENT, MINIMUM ANNUAL GUARANTEE
AND PERCENTAGE FEES**

5.01 CONCESSION SITE RENT.

The Concessionaire agrees to pay \$80.16 per square foot of Concession Site per annum (the “Minimum Annual Guarantee” of “MAG”) and 9.5% revenue sharing after MAG whichever is greater (the “Concession Fee”), commencing on the Effective Date. For purposes of the calculation of rent, the parties agree that the Concession Site contains 30 square feet of space. Therefore, the rent due and payable to the City shall be either the Minimum Annual Guarantee of \$2,404.80 per year (\$80.16 per sq. ft.) or \$200.40 per month, whichever is greater. If the Concession Site is expanded to include additional locations, the Minimum Annual Guarantee will be adjusted to include the additional square footage. Beginning with the second Agreement Year and every Agreement Year thereafter, the MAG will be adjusted to equal the per square foot terminal rate as charged by the City as approved by City Council for its non-signatory agreements, as amended or revised from time to time.

The term “Transaction” is defined as use of any of the Kiosks by any customer whereby Concessionaire charges a fee to the customer. It shall be all-inclusive whether or not said income is made by cash or credit, or whether the income is collected or uncollected. Transactions made from the Concession Site shall include items ordered in the Concession Site, whether in person or by computer or telephone and items which will be delivered to a customer as a result of a sale on the Concession Site.

The MAG shall be \$200.40 paid in equal monthly installments, unless the Transaction Rent for the relevant month is greater. Any portion of a month of Kiosk installation or operation will be pro-rated.

5.02 RECORDS OF CONCESSIONAIRE.

With respect to business done by it hereunder, the Concessionaire shall keep true and accurate amounts, records, books, and data which shall show all sales made, and services performed for cash, credit, or otherwise, without regard to whether paid or not, and all Transactions of the Concessionaire, as defined in this Agreement.

The Concessionaire agrees to operate its business upon the Airport in such a manner that a receipt, if applicable, shall be issued with each Transaction. Records related to Transactions will be made available to the Airport within thirty (30) days and at no cost to the City after a request for the documents has been made by the Director. The Concessionaire further agrees to keep books and records, in accordance with generally accepted accounting practices, and such other records as the City may request. The receipts, if applicable, and all other books and records of the Concessionaire, in paper form or in electronic form, as referenced in this Agreement, shall be available for inspection or audit by authorized representatives of the City at all reasonable times during business hours for a minimum period of one (1) year after the end of each Agreement Year and after any hold over period, if any. If an audit is required, appropriate records will be maintained legally for a period of sixty (60) days after completion of the audit.

The City will have access to Concessionaire’s online portal showing the number of Transactions in each calendar month.

Within ninety (90) days following the end of each Agreement Year, a statement showing Transactions for the preceding Agreement Year shall be submitted and certified from the Concessionaire’s records by an officer of the corporation. Such statement shall be signed by Concessionaire’s CEO as an accurate report of the Concessionaire’s Transactions for the preceding Agreement Year. Such statement showing Transactions for the preceding Agreement Year is to be accompanied by the Concessionaire's payment covering any deficiency

between payment made during the preceding Agreement Year and the payment due for such Agreement Year as identified in the statement certified by the certified public accountant. If the statement indicates that the amounts due to the City is less than the payments made for the preceding year, then the City will reimburse to the Concessionaire the excess amount without interest. If the statement indicates that the amounts due to the City are more than the payments made for the preceding year, then Concessionaire will pay such amounts to the City.

5.3 AUDIT.

For the purpose of determining accuracy of reporting Transactions, the City may make a spot test audit and base its findings for the entire period upon such spot test; provided however, that such a spot test shall include at least twenty-five percent (25%) of the total time of the period being audited.

The Concessionaire further grants to the City or its designee the right, upon thirty (30) days' written notice to the Concessionaire, to examine, audit, or inspect books, records, and accounts of the Concessionaire pertinent to the purpose of verifying the accuracy of the reports and statements furnished to the City, and for checking the amount of rental or other payments lawfully due the City under the terms of this Agreement. Upon receipt of the written notice, the Concessionaire shall bring to a place in the El Paso, Texas metropolitan area which has been selected by the City all books and records, together with all appropriate backup documentation, necessary for the City to effectively monitor the appropriateness of all rental and other fees paid or to-be-paid by the Concessionaire under this Agreement. If, following any such audit, any element of rental or fees changes by more than two percent (2%), all costs of such audit, including counsel, accounting or expert fees, shall be paid by the Concessionaire to the City within thirty (30) days of the City submitting a bill to the Concessionaire. Otherwise, the cost of the audit will be borne by the City.

Failure of the City to exercise its right to audit the Concessionaire, as set forth herein, shall in no way be construed as a waiver of any right to payment by the City of any rental or fees due the City under the terms of this Agreement, and the City hereby expressly reserves its rights under common or statutory law, or otherwise, to enforce all terms of this Agreement, including any right to payment hereunder.

5.04 DELINQUENT RENT.

Without waiving any other right of action available to the City, any installment of rent, fees, or other monies accruing under the provisions of this Agreement that are not paid and received by the City by the twentieth day of the month in which payment is due, shall bear interest at the maximum rate allowed by law from the date when same was due by the terms hereof, until the same has been paid by the Concessionaire.

5.05 DEFAULT FOR FAILURE TO PAY RENT, FEES OR CHARGES.

Failure of the Concessionaire to pay any rent due within ten (10) days after the due date shall cause the Concessionaire to be in default under this Agreement. If the Concessionaire is in default for failure to pay amounts due, the City shall have the right, upon ten (10) days written notice or demand, to cancel this Agreement.

In the event of default under this section of the Agreement, the City shall then have the right to re-enter and resume possession of the Concession Site and to remove the Concessionaire's property there from without being guilty of any manner of trespass or conversion and without prejudice to any other remedies, which might be used by the City; provided, however, that the City will give Concessionaire an opportunity to remove the Kiosk during normal business hours prior to the City exercising its right to remove Concessionaire's property as provided in this Section 5.05.

5.06 PLACE OF PAYMENT.

All rent payments provided herein shall be paid to the City at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

Payment via electronic funds transfer is encouraged provided that it is made through a system approved by the Director.

5.07 [INTENTIONALLY OMITTED.]

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 Liability Insurance.

Concessionaire shall obtain, provide proof of, and maintain for the term of this Agreement, the following:

1. Commercial General Liability Insurance for the benefit of City and Concessionaire, as their respective interests may appear, including all the usual coverage known as: (a) Premises/operations liability, (b) Products/completed operations, and (c) Personal/advertising injury for minimum limits of One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, and One Million Dollars for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.
2. Automobile Liability with Minimum Limits of \$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence; and
3. Statutory Workers' Compensation Insurance and Employers Liability Insurance with Minimum Limits of \$500,000 per occurrence.

City, its officials, employees, agents and contractors shall be named as an Additional Insured on Concessionaire's Commercial General Liability insurance, either in the policy itself and shall be reflected on the certificate of insurance or through an endorsement attached to the policy and the Concessionaire's Commercial General Liability insurance must contain a "blanket waiver of subrogation" clause in favor of the City.

The Concessionaire's Commercial General Liability insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Concessionaire's and shall not contribute to the Concessionaire's Commercial General Liability insurance.

Concessionaire's Commercial General Liability insurance shall provide either in the policy itself and have reflected on the certificate of insurance or through an endorsement attached to the policy, that such Commercial General Liability insurance cannot be canceled or the amount of coverage changed without fifteen (15) calendar days prior written notice from Concessionaire to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums. All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas.

Prior to undertaking any work under this Agreement, the Concessionaire, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Agreement. Any deductibles or self-insured retentions shall be declared to, and approved by the City.

Section 6.02 INDEMNIFICATION.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, CONCESSIONAIRE AGREES TO INDEMNIFY AND HOLD CITY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF CONCESSIONAIRE'S ACTIVITIES ON THE CONCESSION SITE, ITS USE OF THE CONCESSION SITE, OR FROM ANY BREACH ON THE PART OF CONCESSIONAIRE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF CONCESSIONAIRE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES. INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST CITY BY REASON OF ANY SUCH CLAIM, CONCESSIONAIRE, UPON RECEIPT OF WRITTEN NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY. THE OBLIGATIONS OF CONCESSIONAIRE UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE AGREEMENT.

**ARTICLE VII - TERMINATION OF AGREEMENT, CANCELLATION,
ASSIGNMENT AND TRANSFER**

7.01 TERMINATION.

This Agreement shall terminate at the expiration of the term hereof, or sooner as provided in this Agreement, and the Concessionaire shall thereafter have no further interest or right in the Concession Site; *provided, however,* that Concessionaire shall be able to remove any Kiosk from the Concession Site upon termination or expiration of this Agreement.

7.02 CANCELLATION BY CITY.

This Agreement shall be subject to cancellation by the City in the event the Concessionaire shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days from the date said payments are due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of the Concessionaire's property.
- C. Make an assignment of any interest in this Agreement for the benefit of creditors.
- D. Be adjudged a bankrupt in involuntary bankruptcy proceedings.
- E. Be made a party to a receivership proceeding in which a receiver is appointed for the property of affairs of the Concessionaire.

- F. Abandon the Concession Site for ten (10) days.
- G. Default in the performance of any of the covenants and conditions required (except rental payments) herein to be kept and performed by the Concessionaire, and such default continues for a period of twenty (20) days after receipt of written notice from the City of said default.
- H. Violate any applicable laws, statutes or ordinances.

In any of the aforesaid events, the City may immediately cancel this Agreement and take immediate possession of the Concession Site (but not the Kiosk) and remove the Concessionaire's effects forcibly, if necessary, without being deemed guilty of trespassing and the Concessionaire shall cease all operation at the Airport immediately; provided, however, that Airport shall use due care in relocating any Kiosk until Concessionaire is able to remove such Kiosk from the Concession Site.

The failure of the City to declare this Agreement terminated upon the default of the Concessionaire for any of the reasons above shall not operate to bar or destroy the right of City to cancel this Agreement for any subsequent violation of the terms of this Agreement.

7.03 ASSIGNMENT AND TRANSFER.

The Concessionaire shall not assign, transfer, or sublease its rights granted hereunder without the prior written approval of the City

ARTICLE VIII - REDELIVERY

8.01 REDELIVERY.

The Concessionaire shall make no unlawful or offensive use of the Concession Site and will at the expiration of the term hereof or upon any sooner termination, without notice, quit and deliver up said Concession Site to the City peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be improved by the Concessionaire or the City.

ARTICLE IX - GENERAL PROVISIONS

9.01 TIME IS OF THE ESSENCE.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

9.02 NOTICES.

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, or by overnight or express carrier with proof of delivery, addressed to the proper party at the following addresses:

CITY:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
-------	---

COPY TO: El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

CONCESSIONAIRE: Ready Credit Corporation
7100 Shady Oak Road
Eden Prairie, MN 55344
Email: finance@readycreditcorp.com

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

9.03 ATTORNEY'S FEES.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

9.04 AGREEMENT MADE IN TEXAS.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.

9.05 GENERAL CIVIL RIGHTS PROVISION.

Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the transferor. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

9.06 COMPLIANCE WITH FAA REQUIREMENTS AND NONDISCRIMINATION REQUIREMENTS.

Pursuant to Federal Aviation Administration Order 1400.11A, effective September 30, 2022, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree that Concessionaire shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Concessionaire to comply with, to the extent required by applicable law, all provisions of **Exhibit "C", Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein. In the event of breach of any of the provisions listed in Exhibit C, Lessor shall have the right to terminate the Agreement and to seek all other rights and remedies available to it under applicable law.

9.09 CUMULATIVE RIGHTS AND REMEDIES.

All rights and remedies of City here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by City of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

9.10 INTERPRETATION.

City and Concessionaire agree that this Agreement has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conclusion there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

9.11 AGREEMENT MADE IN WRITING.

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

9.12 PARAGRAPH HEADINGS.

The Table of Contents of this Agreement and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

9.13 SEVERABILITY.

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

9.14 SUCCESSORS AND ASSIGNS.

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon City and Concessionaire and their successors, assigns, legal representatives, heirs, executors and administrators.

9.15 TAXES AND OTHER CHARGES.

Concessionaire shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Concessionaire or City, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Concessionaire's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto. City is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Concessionaire's use of the property or possession of the Premises.

Concessionaire in good faith may contest any tax or governmental charge; provided that Concessionaire may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

9.16 WAIVER OF WARRANTY OF SUITABILITY.

CITY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this Agreement, CONCESSIONAIRE HAS A LICENSE TO PROVIDE THE SERVICES THROUGH A KIOSK PLACED AT THE CONCESSION SITE AND THE CONCESSION SITE IS PROVIDED AS-IS AND CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO CONCESSIONAIRE'S USE OF THE CONCESSION SITE FOR ITS INTENDED COMMERCIAL PURPOSE.

9.17 SURVIVAL OF CERTAIN PROVISIONS.

All Provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement.

9.18 SUBORDINATION OF AGREEMENT.

All rights granted in this Agreement shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Agreement shall further be subordinate to the provisions of any existing or future agreements between City and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Concessionaire may cancel this Agreement in its entirety.

9.19 FORCE MAJEURE.

Neither party to this Agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

9.20 AUTHORIZATION TO ENTER AGREEMENT.

If Concessionaire signs this Agreement as a corporation, Concessionaire warrants to City that Concessionaire is a duly authorized and existing corporation, that Concessionaire is qualified to do business in the State of Texas, that Concessionaire has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Concessionaire is authorized to do so. Upon City's request, Concessionaire will provide evidence satisfactory to City confirming these representations.

(Signatures begin on following page)


CITY’S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2025.

CITY: CITY OF EL PASO:


Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____ 2025 by Dionne L. Mack, as City Manager for the City of El Paso, Texas (City).

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on following page)

CONCESSIONAIRE'S SIGNATURE AND ACKNOWLEDGMENT

ATTEST:

CONCESSIONAIRE:
READY CREDIT CORPORATION,
a Nevada Corporation

Denise Morgan
Name: DENISE MORGAN

Brian Hedberg
Name: Brian Hedberg
Title: Chief Executive Officer

ACKNOWLEDGMENT

THE STATE OF MN)
)
COUNTY OF Hennepin)

This instrument was acknowledged before me on this 24th day of October, 2024
by Brian Hedberg, as President of Ready Credit Corporation (Concessionaire).

[Signature]
Notary Public, State of Minnesota

My Commission Expires:

1/31/2027

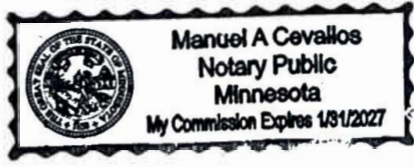
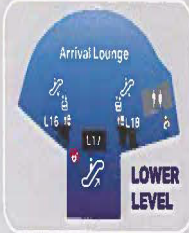


Exhibit "A" Terminal Map and Kiosk Location



UPPER LEVEL

LOWER LEVEL

SHOPPING

- | LOWER LEVEL | UPPER LEVEL |
|---|--|
| L14 Information Desk/ Visit El Paso Shop | U2 El Paso Marketplace U6 iStore |
| L21 Plaza News - Welcome to 915 CVS Kiosk | U8 Benefit Cosmetics Kiosk U9 Sun City Travel/ Explore El Paso U13 Heritage Booksellers News and Gifts U20 ChNBC Kiosk |

FOOD & BEVERAGE

- | LOWER LEVEL | UPPER LEVEL |
|---|---|
| L18 Border Bar and Bites L15 Black Mesa Coffee L23 Chiquis Bakery | U1 Starbucks U3 The Standard Star Kitchen & Bar U4 Vending Machines U8 PGA Tour Grill U10 19th Hole U14 Starbucks U16 Schlotzsky's - Cinnabon U18 Slice Pizza U17 Tia's Mexican |

GATES

- American Airlines A1 • A2 • A3 • A4
- DELTA B1
- Southwest B3 • B5 • B6 • B7
- allegiant B10
- UNITED B8 • B9
- Alaska AIRLINES B10
- FRONTIER B11

LEGEND OF SYMBOLS

- Restrooms
- Family/Child Needs Restroom
- Nursing Room
- Service Animal Relief Area
- ATM
- Smartboard
- Automatic External Defibrillator
- Elevators
- Escalators
- Outdoor Seating
- Designated Smoking Area
- Vending Machines

SERVICES & INFORMATION

- LOWER LEVEL**
- L1 American Airlines Baggage Service Office
 - L2 Southwest Baggage Service Office
 - L3 Delta Baggage Service Office
 - L4 United Baggage Service Office
 - L5 Military Assistance Desk
 - L6 Medal of Honor Display
 - L7 Ground Transportation Waiting Area
 - L8 Shoe Shine
 - L10 The Beacon Room
 - L12 La Placita Conference Room
 - L14 Information Desk/Visit El Paso Shop
 - L16 Police / Lost and Found
 - L17 ELP Video Wall
 - L18 Fresh Flower Kiosk
 - L19 Healthy Vending
 - L20 Mobile Financial Service
 - L22 Cash to Card Kiosk
 - L23 Chiquis Bakery
- UPPER LEVEL**
- U7 Shoe Shine
 - U18 ELP Junior Pilots Lounge



FREE WI-FI PROVIDED BY DIGITAL EL PASO · AVAILABLE IN ALL AREAS

@FLYELP & #FLYELP

ReadySTATION[®]

Spec Summary – Benchmark Kiosk

Environmental Specifications

- Voltage range: 110-125V
- Frequency: 60 Hz
- Average Current: 1.2 A
- Max Current: 3.0 A
- Operating Temperature: 5°C to 45°C (41°F to 104°F) Dew Point: 26°C (79°F) maximum
- Relative Humidity: 10% to 90%
- Weight: 350 LBS
- Bill Note Capacity: 2200
- Card Hopper: 500
- Mag Strip Reader for Balance Checks
- Receipt in Printer or SMS/Text formats
- 66"-H, 26"-D, 31"D
- \$6 Per card Fee

U.S. Patent Nos. 7,766,255 and 8,893,963



Electrical Specifications

Must be a persistent AC power circuit connection (i.e. 24/7/365). The AC outlet must be a standard 15/20-amp circuit installed near the unit and be easily accessible to the operator. Unit has an UPS battery backup for short power interruptions. The system uploads data in the evening and is actively monitored therefore power must be consistent.

The ReadySTATION Power Cord comes out the back of the unit. The hole is on right side 2 inches just above the floor. The length of the power cord is 5 feet.

Communication Specifications

The ReadySTATION communicates with the Ready Credit data center via a built-in wireless cellular network modem. A physical firewall device that is integrated inside to establish a VPN for all communications. A persistent internet connection is required for communications and can be hardwired, or Wi-Fi enabled.

UL and FCC



ReadySTATION[®]

Spec Summary – Edge Kiosk

Environmental Specifications

- Voltage range: 110-125V
- Frequency: 60 Hz
- Average Current: 1.14 A
- Max Current: 5.0 A
- Operating Temperature: 5°C to 40°C (41°F to 104°F)
- Dew Point: 26°C (79°F) maximum
- Relative Humidity: 10% to 90%
- Weight: 300 LBS
- Bill Note Capacity: 1200
- Card Hopper: 500
- Receipt in Printer or SMS/Text formats
- QR Code Reader for Balance Checks

Electrical Specifications

Must be a persistent AC power circuit connection (i.e. 24/7/365). The AC outlet must be a standard 15/20-amp circuit installed near the unit and be easily accessible to the operator. Unit has an UPS battery backup for short power interruptions. The system uploads data in the evening and is actively monitored therefore power must be consistent.

The ReadySTATION Power Cord comes out the back of the unit. The hole is on center and 2 inches just above the floor. The length of the power cord is 4.0 feet.

Communication Specifications

The ReadySTATION communicates with the Ready Credit data center via a built-in wireless cellular network modem. A physical firewall device that is integrated inside to establish a VPN for all communications. A persistent internet connection is required for communications and can be hardwired, or Wi-Fi enabled.

Certifications

- UL and FCC

U.S. Patent Nos. 7,766,255 and 8,893,963



Exhibit “C”

Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire.
2. The above provision obligates Concessionaire for the period during which the property is owned, used or possessed by Concessionaire and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Concessionaire for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Concessionaire, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to the Agreement, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

Subcontracts. Concessionaire agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Concessionaire shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	<u>Dylan Meyer</u>
Business Name	<u>Ready Credit Corporation</u>
Agenda Item Type	<u>Cash to Card Kiosk</u>
Relevant Department	<u>Leasing</u>

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

DocuSigned by:
 Signature: *Dylan Meyer*
3061DABB16B740F...

Date: 1/30/2025