

**AMENDMENT NO. 1 TO THE BAGGAGE HANDLING SYSTEM  
OPERATIONS AND MAINTENANCE CONTRACT**

This Amendment No.1 to the Baggage Handling System Operations and Maintenance Contract (“Amendment No. 1”), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), a public trust, and Pteris Global (USA), Inc., (“Contractor”),

**W I T N E S S E T H :**

**WHEREAS**, the Trust leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City (“City”), known as Will Rogers World Airport (“Airport”), located in Oklahoma and Cleveland Counties; and

**WHEREAS**, Contractor entered into a Baggage Handling System Operations and Maintenance Contract (“Original Contract”) with the Trust, dated August 1, 2021, to manage and provide the operations, maintenance and repair services for all equipment/components associated with system/subsystems for the Airport’s inbound and outbound checked baggage handling system including the checked baggage inspection system from the ticket counter through required security measures and sortation, and the baggage claim devices which return baggage to passengers (“Services”); and

**WHEREAS**, the Original Contract expires July 31, 2024, and provides for two (2) successive two (2) year Option Periods to renew at the same terms and conditions; and

**WHEREAS**, Contractor submitted, and staff has reviewed and approved, a proposed Annual Fee for the first Option Period in accordance with Article 3.02 - Option Period(s) as shown on the Revised Exhibit D; and

**WHEREAS**, the parties desire to exercise the first Option Period and revise certain language in the Original Contract.

**NOW, THEREFORE**, for and in consideration of the mutual obligations, covenants and agreements contained herein, the parties agree as follows:

1. This Amendment No. 1 is effective August 1, 2024 (“Effective Date”).
2. The parties agree to exercise the first of two successive two (2) year Option Periods under the same terms and conditions, as set forth in **ARTICLE 2. TERM** of the Original Contract, for the period August 1, 2024 through July 31, 2026.
3. The parties agree that **ARTICLE 24. GENERAL CIVIL RIGHTS PROVISIONS**, **ARTICLE 25. CIVIL RIGHTS – TITLE VI ASSURANCE**, and **ARTICLE 26. TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM** of the Original Contract are hereby deleted in their entirety and replaced with the following:

## **“ARTICLE 24. GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (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 of Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the Trust remains obligated to the Federal Aviation Administration.

## **ARTICLE 25. CIVIL RIGHTS TITLE VI ASSURANCE**

### **25.01     Title VI Clauses for Compliance with Nondiscrimination Requirements**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

#### **A.   Compliance with Regulations**

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

#### **B.   Nondiscrimination**

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of sublessees, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the [Title VI] 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.

#### **C.   Solicitations for Subcontracts, including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Trust will impose such contract sanctions [in accordance with any applicable notice and cure provisions provided for in this Contract] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to the Contractor under the Contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending the Contract, in whole or in part.

F. Incorporation of Provisions:

The Contractor will include the provisions of [Paragraph 25.01, subparagraphs] A through F, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

25.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination 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);
- 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. at 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

**ARTICLE 26. TITLE VI CLAUSES FOR THE TRANSFER OF OR  
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR  
IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

- 26.01     Property Acquired or Improved Under Airport Improvement Program  
The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract 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, the Contractor 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.

- 26.02     Construction/Use/Access to Property Under Activity, Facility, or Program  
The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) 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; (b) 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; and (c) that the Contractor 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.”

4.     The parties agree that **EXHIBIT “D”- ANNUAL FEE** of the Original Contract is hereby deleted in its entirety and replaced with **REVISED EXHIBIT “D”- ANNUAL FEE**, which is attached hereto and made a part hereof.

5. It is understood and agreed by the Trust and the Contractor that, except as amended by this Amendment No. 1, all other terms and conditions of the Original Contract shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 1 and the recitals and provisions of this Amendment No. 1 shall become a part of the Original Contract as if fully written therein and known hereinafter as the "Contract."

**IN WITNESS WHEREOF**, the parties hereto have set their hands to this Amendment No. 1 to be effective as of the Effective Date stated above.

**PTERIS GLOBAL (USA) INC.**

*Dana Bark*

Signature

*O & M Manager*

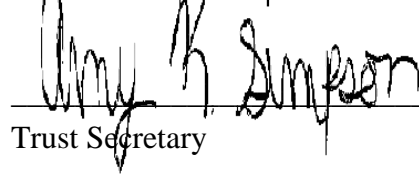
Title

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 22ND

day of AUGUST, 2024.

**ATTEST:**


  
Trust Secretary



**OKLAHOMA CITY AIRPORT TRUST**

  
Chairman

**REVIEWED** for form and legality.

  
Assistant Municipal Counselor/  
Attorney for the Trust

# REVISED EXHIBIT D – ANNUAL FEE

Initial Term Annual Fee \$ 950,000.00 per Contract Year

Wage Rates:

Position Title	Hourly Rate (fully loaded and inclusive of any taxes and fringe benefits)
Senior Technicians	\$ 21.28
Technicians	\$ 20.13
Jammers (1)	\$ 14.95
Jammers (2)	\$ 15.53
Electricians	\$ 55.00
Manager	\$ 57.50

First Option Period Annual Fee \$ 1,121,000 per Contract Year

Wage Rates:

Position Title	Hourly Rate (fully loaded and inclusive of any taxes and fringe benefits)
Senior Technicians	21.30
Technicians	20.50
Jammers (1)	22.10
Jammers (2)	20.80
Electricians	57.50
Manager	65.00

Second Option Period Annual Fee \$ TBD per Contract Year

Wage Rates:

Position Title	Hourly Rate (fully loaded and inclusive of any taxes and fringe benefits)





Member of the CIMC Group

**BOARD RESOLUTION GIVING  
DANA BARK POWER OF ATTORNEY  
TO SIGN AMENDMENT NO. 1 TO BAGGAGE HANDLING SYSTEM  
OPERATIONS AND MAINTENANCE CONTRACT AT THE OKLAHOMA CITY  
WILL ROGERS WORLD AIRPORT**

The undersigned, being a majority of the Board of Directors (the "**Board**") of Pteris Global (USA) Inc. ("**Pteris Global**") hereby adopts the resolution contained herein by written consent in lieu of a meeting.

WHEREAS, on July 22, 2024, the Board decided to give Dana Bark, Pteris Global's Oklahoma City Airport Operations and Maintenance Manager, Power of Attorney to sign Amendment No. 1 to the Baggage Handling System Operations and Maintenance Contract at the Oklahoma City Will Rogers World Airport.

**THEREFORE, BE IT RESOLVED**, that Dana Bark is given Power of Attorney to sign Amendment No. 1 to the Baggage Handling System Operations and Maintenance Contract at the Oklahoma City Will Rogers World Airport.

**IN WITNESS WHEREOF**, the undersigned executed this Consent this the 22<sup>nd</sup> day of July 2024.

A handwritten signature in black ink, appearing to read "Scott Gordon", written over a horizontal line.

Scott Gordon,  
Corporate Secretary

A handwritten signature in black ink, appearing to be a stylized "LD", written over a horizontal line.

Liu Dan

Director

A handwritten signature in black ink, appearing to be a stylized "VS", written over a horizontal line.

Vairakkannu Singaram

Director

